

**DE NORA Deutschland GmbH
Shotec GmbH****GENERAL TERMS AND CONDITIONS OF PURCHASE**

Date: November 2025

1. Scope of application

- a) Our Terms and Conditions of Purchase only apply to suppliers who are entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law within the meaning of Section 310 (1) sentence 1 BGB.

- b) All deliveries, services and offers from our suppliers are made exclusively on the basis of these Terms and Conditions of Purchase.
- c) Any terms and conditions that deviate from, conflict with, or supplement our own shall be effective only if expressly acknowledged by us in writing (defense clause).

Our Terms and Conditions of Purchase also apply exclusively if we accept the supplier's delivery without reservation, even if we are aware of conflicting or deviating terms and conditions.

2. Offers

- a) The preparation of offers is free of charge and non-binding for us.
- b) The supplier must check the documents provided to it with the request or tender (service description, drawings, calculations, etc.) for any defects before submitting its offer and inform us of any concerns about the intended method of execution, both from a technical and economic point of view before submitting its offer.

3. Prices

- a) Unless otherwise stipulated in individual agreements, the prices stated in the order are binding and fixed for the duration of the order.

- b) The prices include all services and ancillary services of the supplier (e.g. installation, assembly) as well as all incidental costs (e.g. proper packaging, transport costs including any transport and liability insurance).

4. Conclusion of contract

- a) The supplier shall confirm our order in text form (e.g. by email, fax, or other permanent text transmission). If the Supplier does not confirm or reject the order within seven (7) calendar days after receipt, our purchase order shall be deemed accepted.
- b) The supplier must notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance. Such obvious errors can be corrected by us at any time after conclusion of the contract.

5. Execution of the contract

- a) The supplier must carry out the deliveries and services in accordance with our technical documents on which the order is based. If the supplier wishes to deviate from our specifications, it must notify us, stating the manufacturer, type designation, prices and justification, and obtain our prior consent in text form (e.g. by email, fax, or other permanent text transmission).

Technical documents that the supplier must prepare must be submitted to us in good time, so that we can incorporate any changes that appear necessary.

- b) The supplier owes a complete and comprehensive delivery or service, even if the order or the contract does not

expressly list individual parts or partial services.

- c) The complete or partial execution of any services ordered by third parties (e.g. subcontractors) requires our prior consent in text form (e.g. by email, fax, or other permanent text transmission). We are not required to accept delivery items or services manufactured by third parties without our consent.
- d) We are entitled to change the time and place of delivery, as well as the type of packaging, by written notice with a notice period of at least seven (7) days before the agreed delivery date. The same applies to changes in product specifications, insofar as these can be implemented within the normal production process of the supplier without significant additional effort and are otherwise reasonable for the supplier, in which case the notification period according to sentence 1 is at least ten (10) days. We will reimburse the supplier for any proven and reasonable additional costs arising from the changes. If such changes result in delays in delivery that are unable to be avoided with reasonable effort in the supplier's normal production and business operation, which the supplier must substantiate, the originally agreed delivery date shall be postponed accordingly. The supplier shall notify us in writing in good time before the delivery date, but at least within five (5) days of receipt of our notification in accordance with sentence 1, of the additional costs or delivery delays to be expected as a result of it upon careful assessment.

- e) Reference is made to paragraph 15.

6. Delivery

- a) The delivery deadline is determined by individual contract with the supplier.

- b) Deadlines for deliveries or services are set from the date of the order. The deadlines are only met if we are provided in full of test or origin certificates, operating or usage instructions, technical documentation and freight and customs documents, which are contractually owed or required by law or authority, by the end of the deadline. The supplier must inform us immediately in writing of any delays in delivery, without prejudice to any rights arising for us from this.
- c) If agreed deadlines are not met, the statutory provisions shall apply.
- d) The unconditional acceptance of the delayed delivery or service does not mean a waiver of the rights to which we are entitled due to delay.
- e) The early or partial provision of the delivery or service requires our prior written consent. Any additional costs arising from this shall be borne by the supplier.
- f) Deliveries are made at the risk and for the account of the supplier, unless otherwise agreed in writing. The risk of shipment shall also be borne by the supplier in the event that we have assumed the costs of shipment. In any case, the supplier shall take out appropriate transport insurance at its own expense.
- g) Even if shipment has been agreed, the risk shall only pass to us when the goods are handed over to us at the agreed place of destination.
- h) War, riots, legitimate industrial action, high-level orders, lack of energy and raw materials, traffic and unavoidable operational disruptions, as well as all other cases of force majeure, release us from the obligation to accept delivery for the duration of the disruption and to the extent of its effects.
- i) Reference is made to paragraph 5 d).

7. Payments

- a) Unless otherwise agreed in the purchase order, payments are made within thirty (30) days following complete delivery and performance, and receipt of a proper invoice. For payments made within fourteen (14) days, the supplier shall grant a 3% discount on the net invoice amount.
- b) If expressly agreed in the purchase order, payments may be made in instalments as follows:
 - (i) Advance payment of 20% to 30% of the total order value upon placement of the order,
 - (ii) Payment of 30% to 40% upon delivery of the goods or completion of the service,
 - (iii) Retention of 10% of the total order value as security for potential defects, payable within 30 to 90 days after delivery or performance, provided that no justified claims for defects have been raised.
- c) We are also entitled to pay by cheque.
- d) For the timeliness of our payments, it shall be sufficient that our transfer order is received by our bank at least three (3) days before the expiry of the payment period.
- e) Payments made do not constitute acknowledgement of the absence of defects or unconditional acceptance or approval of the goods or services.
- f) In the event of default in payment, we owe default interest in the amount of 5 percentage points above the base interest rate in accordance with Section 247 BGB.
- g) Otherwise agreed, all prices are exclusive of value added tax (VAT) and include all other taxes, duties, levies and charges of any kind (including, but not limited to, sales, use, excise, customs or import duties, tariffs or other governmental charges) as of the date of the delivery. The

Supplier shall be responsible for and bear all taxes, fees, levies and assessments imposed on the Supplier and/or its employees in connection with the performance of the supply of Goods and/or the provision of Services, including but not limited to income, business, license or social security taxes and similar contributions.

8. Liability for material defects

- a) The supplier must always use only first-class preliminary products, as well as state-of-the-art, in particular, standard-compliant process technologies. It is liable for ensuring that its products comply with the latest state of the art, the relevant regulations and official orders and are fully suitable for the intended use. It must ensure proper quality assurance and in-depth product output control and prove this to us upon request.
- b) The supplier must inform itself on its own responsibility of legal regulations and official orders, even if the place of use known to the supplier is abroad.
- c) Complaints about the type or quantity, as well as recognisable defects, of the delivery item will be asserted by us immediately after acceptance of the delivery item. Hidden defects and those that can only be detected in the course of the installation or commissioning of the delivered item must be reported immediately upon discovery.
- d) Our statutory right to assert claims for defects remains unconditional. In any instance, we are entitled to demand, at our discretion, that the supplier remedy the defect or make a replacement delivery.

The place of subsequent performance (*Nacherfüllung*) shall be, at our discretion, the destination or the place of acceptance, if such a place is provided for by law or

agreed in the contract, or another place of delivery, provided that this place was known to the supplier at the time the contract was concluded.

The right to damages, in particular, the right to claim damages, including damages in lieu of performance, remains expressly reserved. The expenses to be borne by the supplier due to this defectiveness also include those necessary for the purpose of determining the causes and consequences of the defect, as well as the expenses required for the purpose of remedying the defect or replacement delivery (also by us or by third parties).

- e) The costs incurred by the supplier for the purpose of inspection and repair shall be borne by the supplier even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected. Sentence 1 does not apply if we were aware of the fact that there was no defect or not aware of it due to gross negligence.
- f) Unless a longer liability period for material defects applies by law in individual cases or the supplier has given a guarantee beyond this, the limitation period for all material defect liability claims – except in the case of fraud – is thirty-six (36) months, unless unless the item is intended for use in a building and its defectiveness has caused damage to the building. The limitation period begins with the transfer of risk.
- g) The limitation period is extended by the period for which the delivery item is not available to us or our customer due to defects subject to liability for defects, but by a maximum of 6 months. The statutory provisions on the suspension of the limitation period remain unaffected. For replaced or repaired parts of the delivery item, the limitation period shall

recommence with the period specified in sentence 1 provided that the replacement delivery or remedy of defects was not only for reasons of goodwill or similar reasons.

- h) We do not waive warranty claims by accepting or approving samples or specimens submitted to us.

9. Termination and withdrawal

- a) We are entitled to terminate the contract at any time by written declaration stating the reason if we can no longer use the products ordered in our business operations due to circumstances that occurred after the conclusion of the contract – for which we are not responsible. In the event of termination, we shall be obliged to compensate the supplier for the services rendered up to that point and to reimburse for any necessary expenses incurred up to the date of termination which can be proven to have been incurred in reliance on the performance of the contract. In addition, the supplier shall receive reasonable compensation for lost profit relating to the terminated parts of the order, insofar as this is not offset by other possible uses of the service or saved expenses.
- b) In addition to the statutory rights of withdrawal, we are entitled to withdraw from or terminate the contract with immediate effect if
 - the supplier has ceased to supply its customers;
 - a significant deterioration in the supplier's financial circumstances occurs or threatens to occur and this endangers the fulfilment of a delivery obligation vis-à-vis us;
 - the supplier becomes insolvent or over-indebted;

- the supplier ceases to make payments, or
- the supplier applies for the opening of insolvency proceedings or a comparable debt settlement procedure via its assets.

In the event of withdrawal or termination, the supplier shall be compensated for the services demonstrably rendered up to the time of withdrawal or termination, upon submission of the relevant supporting documentation

c) Reference is made to paragraph 14 b).

10. Claims for damages, product liability

- a) If the supplier is required to compensate us for damages, for whatever legal reason, it is liable for any form of negligence, including slight negligence, including the negligence of its vicarious agents and assistants (*Erfüllungs- und Verrichtungsgehilfe*). Limitations of liability in terms of amount are not recognized.
- b) If the supplier is in default, we can – in addition to further statutory claims – charge flat-rate compensation for our default damages in the amount of 1% of the net price for the order per full calendar week of delay, capped at 5% of the net price of the goods delivered late. This does not affect our right to assert further claims. We reserve the right to prove that we have incurred greater damages. The supplier reserves the right to prove that no, or only significantly lower, damages have been caused to us. The lump sum will be offset against any further claim for damages.
- c) If the cause of product damage lies within the supplier's sphere of control or organisation, it shall indemnify us against damages or remedial claims by third parties. In this context, the supplier must also reimburse us appropriately for any

expenses arising from or in connection with a warning or recall campaign carried out by us; we will inform the supplier in advance of the content and scope of such campaigns – as far as possible and reasonable – and give it the opportunity to comment. The supplier shall maintain product liability insurance with a coverage amount of at least EUR 5.0 million per personal injury/incident of property damage – lump sum – and prove this to us on request. If we are entitled to claims for damages exceeding this amount, these remain unaffected.

11. Goods provided by us

- a) The supplier shall inspect the goods received by us for processing immediately for defects and to notify us of defects immediately.
- b) The supplier shall process the goods received from us only after a proper examination for defects.
- c) The supplier must prove that it has taken out liability insurance, which must also cover consequential damage caused by defects.
- d) The supplier warrants that, after proper inspection, it will only process goods that have been found to be faultless.
- e) Complaints regarding the type or quantity of the delivery item, as well as visible defects, must be made by the supplier immediately, but at the latest within five (5) working days of acceptance of the delivery item. Hidden defects must be reported immediately upon discovery.
- f) Reference is made to paragraph 17.

12. Offsetting and retention right

The supplier is entitled to offset our claims or to assert a right of retention if and insofar as its claim is undisputed or its counterclaim is legally binding.

13. Sanctions and export controls and customs

a) The supplier must inform us of import or export restrictions without being requested to do so and obtain any official permits.

b) The supplier shall inform us of any licensing requirements for (re)exports of its goods in accordance with German, European or US export and customs regulations, as well as the export and customs regulations of the country of origin of its goods, in its business documents. For this purpose, the supplier shall provide the following information at least in its offers, order confirmations and invoices for the relevant items:

- the export list number in accordance with Annex I to Regulation (EU) 2021/821 (Dual Use Regulation) and/or Annex AL to the German Foreign Trade Ordinance (*Außenwirtschaftsverordnung*) or comparable list items from relevant export lists;
- for US goods, the ECCN (Export Control Classification Number) in accordance with US Export Administration Regulations (EAR);
- the commercial origin of its goods and the components of its goods, including technology and software;
- information on whether the goods were transported through the USA, manufactured or stored in the USA, or manufactured with the help of USA technology;

- the statistical commodity number (HS code) of its goods, and
- a contact person in its company to clarify any queries from us.

c) At our request, the supplier shall inform us in writing of all further foreign trade data relating to its goods and their components and inform us immediately (before delivery of the goods concerned) in writing of all changes to the above data.

d) We, as part of Industrie De Nora Group incorporated in Italy, have adopted policies and procedures to comply with laws and regulations relating to trade control and international economic sanctions, including but not limited to restrictive measures or prohibitions under the European Union (EU), the United Nations (UN), the German, the United States of America (USA) and/or the United Kingdom (UK), when applicable (collectively, the “**Measures**”).

The supplier represents and warrants that (i) it is not included in any list of natural or legal persons, entities or bodies subject to any Measures nor owned or controlled by any such natural or legal persons, entities or bodies (a “**Designated Party**”); and (ii) no Designated Party will be involved in the performance of his obligation under this contract.

The supplier shall cooperate and undertake to promptly provide us with all relevant information requested by us to comply with the Measures in relation to Goods and/or Services supplied or to be supplied.

The supplier warrants that it has obtained all necessary export approvals for the provision of the Goods and/or Services to us and shall notify us without undue delay if any Goods and/or Services are restricted under any Measures.

We shall be entitled to terminate a contract with immediate effect, (i) in the event of failure by the supplier to comply with the provisions of this Section; (ii) due to the occurrence of any Measures or change of law or regulation (domestic or international) and/or their further application, guidance, and interpretation, affecting the supplier's country and/or the involved persons/ entities and prohibiting us from continuing to perform the contract, including without limitation in the event the supplier becomes a Designated Party; and/or (iii) in the event supplier's export privileges are otherwise denied, suspended or revoked. The supplier shall be responsible vis-a-vis us and shall indemnify and keep us harmless from all fines, penalties and all associated expenses and losses arising out of or resulting from the violation by a supplier of any of his obligations under this Section.

If our performance is prevented or made unreasonably difficult or commercially uneconomic by the occurrence of one of the following events (each an "**Excusing Event**") we shall be released from our obligation to perform for the duration and to the extent of such impairment:

- (i) any change in the Measures including, but not limited to, the adoption of export control laws and regulations or international economic sanctions of any kind which may impact our obligations or which, in the reasonable judgment of the supplier, represent a risk of liability under the Measures;
- (ii) any amendment, extension or revision, or any change in the interpretation or in the application, by any court or regulatory authority with competent jurisdiction, of any Measures existing at the time of execution of a contract;

- (iii) failure to obtain any authorization, permit or license necessary for the efficacy or execution of the sale of the goods or any services by any competent authority;

- (iv) any other event comparable to the aforementioned events beyond our control, that prevents the execution of the contract at the originally agreed terms due to Measures.

We shall notify in writing of an Excusing Event and consult the supplier in good faith on any useful or necessary steps to ensure the regular execution of the transaction. The fulfilment of the parties' respective obligations will be suspended during a consultation period of ninety (90) days ("**Consultation Period**") from the date of notification of the Excusing Event. If after the Consultation Period, our obligations cannot be further executed because they have become impossible, invalid or unlawful under the applicable law, we shall be entitled to terminate the contract without any right of the supplier to obtain compensation or any other similar relief. In case our obligations are not impossible, unlawful or invalid per se, but they have become more difficult or uneconomic or expose us to risks of liability under the Measures, the execution of the contract shall be suspended since the date of the notification of the Excusing Event until the Excusing Event terminates. In this last case, we and supplier shall each have an obligation to mitigate the prejudice suffered by each of them due to such suspension. In the event that any such suspension lasts for more than two hundred (200) days in aggregate, either party shall be entitled to terminate the contract without any right to compensation or any other relief of the other party.

14.Compliance

- a) The supplier shall comply with applicable statutory regulations in its dealings with members of staff, environmental protection and safety at the workplace and shall endeavor to reduce any adverse effects that its activities may have on human beings and the environment. For this purpose, the supplier shall, as far as possible, establish and evolve a management system in accordance with ISO 14001. The supplier undertakes to use the latest energy-saving technologies for services, systems, machines and equipment that have a significant influence on the use of energy. Furthermore, the supplier shall observe the basic product principles of the UN Global Compact Initiative. These mainly relate to the protection of international human rights, the right to collective bargaining, the elimination of forced labour and child labour, the elimination of discrimination in hiring and in the workplace, responsibility for the environment and the prevention of corruption. The supplier further undertakes to maintain all the relevant documentation to demonstrate compliance with Regulation (EU) 2017/821 on Conflict Minerals, therefore, not to use minerals that are controlled by armed groups in the Democratic Republic of the Congo or adjacent countries or that originate from other parts of the world where there are conflicts affecting the mining and trade of these minerals.
- b) In the event that a supplier repeatedly and/or in spite of a corresponding notice behaves unlawfully and does not prove that the violation of the law has been remedied as far as possible and that reasonable precautions have been taken to avoid future violations of the law, we reserve the right to withdraw from existing

contracts or to terminate them without notice.

15.Business ethics, Anti-Bribery and compliance with the suppliers' Code of Ethics

Without limitation to Section 14 above, the supplier warrants and undertakes us that it shall comply with:

- a) All principles included in De Nora Code of Ethics ([Code of Ethics | De Nora](#)) - to the extent relevant to the supplier – and the applicable rules included in the suppliers' Code of Ethics ([Procurement | De Nora](#)) while performing their obligations under this contract. We have the right to verify, throughout the duration of the contract, either directly or through third parties, the respect by the supplier of the suppliers' Code of Ethics, with confidentiality and with reasonable notice. The audit is limited to those areas, information, and documents that are necessary and proportionate for determining compliance with the Code of Ethics. To this end, the supplier grants the auditors reasonable access to the relevant business premises and allows them to inspect relevant documents.

The audit shall be carried out in consultation with the supplier and in such a way that business operations are affected as little as possible. The supplier shall support the audit to the extent necessary and bear its own costs incurred in this regard.

- b) Laws, rules and regulation enacted to combat bribery and corruption (including but not limited to U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010 and the Italian Legislative Decree 231/2001 and some provisions of the German Criminal Code in connection with

provisions of the Administrative Offenses Act).

The supplier shall not directly or indirectly pay, offer, promise or give anything (including service) of value to any party, including an employee or official of a government, government controlled enterprise or company, or political party, while being aware of or having a belief that such money or item of value will be passed to influence any act or decision by such person or by any government body for the purpose of obtaining undue advantages to us or to or any other person or entity related to this contract.

c) We may terminate this contract with the supplier in writing at any time for good cause or withdraw from the contract, if in our reasonable judgment, the supplier is in material breach of any of the above representations or undertakings.

This also includes representations and undertakings from the suppliers' Code of Ethics that are not substantially complied with or are breached within the supply chain.

There is no obligation to compensate the supplier in these cases.

The supplier may report through the platform [Whistleblowing | De Nora](#) or other available channels included in De Nora Global Whistleblowing Policy, any breach or suspected breach of De Nora Code of Ethics, suppliers' Code of Ethics other internal procedures of De Nora eventually shared with supplier and/or applicable laws and regulations.

16. Intellectual property rights

a) The supplier warrants that no rights of third parties in countries of the European Union, or in other countries in which it manufactures or has its products

manufactured, will be infringed in connection with its delivery or by the delivery.

- b) The supplier shall indemnify us against all claims asserted by third parties against us based on infringement of the industrial property rights described in paragraph a) and to reimburse us for all expenses necessary in connection with this claim.
- c) 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.
- d) The limitation period for the claims shall be three (3) years, starting with the conclusion of the respective contract.

17. Equipment and documents/confidentiality

- a) All equipment (tools, devices, models, etc.), as well as all drawings, designs, descriptions and other documents, including advertising brochures, etc., which the supplier has received from us, remain our sole property and must be returned to us at the risk and expense of the supplier after the order has been carried out. We reserve any existing copyrights to the documents referred to in sentence 1. The supplier may only use such equipment and documents in connection with the fulfilment of its obligations to us.
- b) Any other use or disclosure to third parties requires our prior written consent. The same applies to the use of our goods and business identifiers.
- c) Insofar as we assume proportionate costs for the production of equipment by the supplier, we acquire co-ownership in accordance with the cost share. The handover to us is replaced by the storage obligation and the transfer of the production equipment to the supplier for

the execution of our orders. Paragraph a) sentence 2 above shall apply mutatis mutandis.

- d) If the supplier no longer manufactures the parts or does not produce them to the extent necessary for reasons for which we are not responsible, the equipment shall, at our request, become our sole property for a reasonable compensation to be determined by negotiation and shall be delivered to us. In this case, the handover of the equipment will be replaced by the obligation of the supplier to carefully store the equipment until the time of collection.
- e) In addition, the supplier must maintain the strictest confidentiality towards third parties with regard to all documents and information (including that provided verbally) relating to our business operations or those of our customer, unless we agree in advance in writing in individual cases to the disclosure of documents or information or the supplier must pass them on in compliance with mandatory statutory provisions. The confidentiality obligation expires if and insofar as the manufacturing knowledge contained in the equipment provided or the drawings, drafts, descriptions and other documents/information provided has become generally known. The supplier must ensure that this confidentiality obligation is also observed by its employees and other vicarious agents and assistants.
- f) The above confidentiality obligation shall also apply after the execution of the contract.

18.Retention of title, assignment

- a) We reserve ownership rights and copyrights to illustrations, drawings, calculations, and other documents. They may not be made accessible to third parties

without our express written consent. They will be used exclusively for production according to our purchase orders and will be returned to us without further request after our purchase order is completed. They must be kept secret from third parties. In this respect, the provisions of paragraph 16 shall apply mutatis mutandis.

- b) Where we provide items to the supplier, we retain title thereto. The supplier shall perform processing and alteration for us. If our conditional commodities are processed with/incorporated into items to which we have no ownership rights, we acquire co-ownership rights in the new item in proportion of the value of our item (purchase price plus VAT) to the other processed items at the time they are processed.
- c) The supplier is not entitled to an extended or expanded retention of title.
- d) Insofar as the security rights to which we are entitled under paragraph b) exceed the purchase price of all our unpaid reserved goods by more than 10% we are obliged to release the security rights at our discretion at the request of the supplier.
- e) The supplier is not entitled to assign claims arising from the business relationship with us to third parties in whole or in part, unless the assignment is made within the scope of business practice or with our prior written consent.
- f) The supplier shall assign to us its claims against its subcontractor or manufacturer/subcontractor free of charge, provided that we do not have any claims for damages against the supplier due to lack of manufacturer status.

19. Place of performance, jurisdiction, data processing

- a) Unless otherwise stated in the order, the place of performance for all deliveries or services of the supplier is the delivery address and for payments of the supplier, the registered office of our company.
- b) The courts with local jurisdiction for our registered office in Rodenbach are responsible for all disputes arising directly or indirectly from the contractual relationship. However, we are entitled to sue the customer at the location of its head office. Any exclusive place of jurisdiction shall prevail.
- c) Both parties shall comply with the provisions of the General Data Protection Regulation (GDPR) and other applicable data protection regulations.

20. Additional provisions for import transactions

If the supplier does not have its registered office in the Federal Republic of Germany, the following provisions shall apply in addition to the above provisions:

- a) The entire contractual relationship is subject to the law of the Federal Republic of Germany, but to the exclusion of the "United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG)".
- b) The language of the contract shall be German and English.

21. Registered office of the company

The registered office of the company (Hanau District Court, HRB 6331) is located at 63517 Rodenbach, Industriestraße 17.

22. Final provisions

- a) Amendments and additions to this contract must be made in writing. This does not apply to individual agreements that have been demonstrably made between the parties.
- b) Should individual provisions be or become invalid or unenforceable for legal reasons, this shall not affect the validity of the remaining provisions.