

General Terms and Conditions of Purchase steute Technologies GmbH & Co. KG (As of June 2026)

1. Scope

Our orders are subject exclusively to these General Terms and Conditions of Purchase ("GTC"), unless otherwise agreed in writing.

We do not recognize any differing, supplementary, or conflicting General Terms and Conditions of our contractual partner (hereinafter referred to as the "Supplier"), unless we have expressly agreed to their validity in writing. This requirement for consent applies in all cases, in particular when the supplier refers to its General Terms and Conditions in the order confirmation and we do not expressly object, or when we accept the goods unconditionally despite being aware of differing, supplementary, or conflicting General Terms and Conditions.

Our GTC also apply to all future transactions with the supplier.

Our GTC only apply if the supplier is an entrepreneur (§ 14 BGB), a legal entity under public law, a special fund under public law, or a merchant within the meaning of the German Commercial Code (HGB).

2. Inquiries

Our inquiries do not create any legal obligation. The supplier cannot derive any claim to conclude contracts from an inquiry.

3. Orders and Conclusion of Contract

In response to our non-binding inquiry, the supplier submits a binding offer to conclude a contract; the offer must be in written form. If a partner's offer does not contain an explicit period of commitment, the partner is bound by it for a period of four weeks from the date of the offer. The declaration of acceptance by steute must be in written form. Timely acceptance is determined by the receipt of the declaration of acceptance by the supplier. The supplier must confirm receipt of our order within three business days, indicating our order and article numbers in written form.

The documents associated with the inquiry and sent together with it as an attachment are an essential part of our inquiry and are binding for the supplier. In the event of a subsequent contract, these documents will become part of the contract concluded between the parties. If changes occur, steute ensures that the supplier receives the documents in their current version. In this case, the documents in their latest version will become part of the contract. The supplier must check these documents for any discrepancies and immediately notify us in writing of any discovered or suspected errors.

The supplier remains solely responsible for drawings, etc., created by them, even if they are approved by us. steute must be explicitly informed in writing already during the tender phase about the planned awarding of production orders to third parties and must agree to it in writing.

We are entitled to unilaterally request changes or additions to the scope of services after the conclusion of the contract, provided that these are reasonable for the supplier considering the mutual economic interests. The supplier is obliged to implement the requested changes, provided the desired change is technically feasible and economically justifiable from a commercial standpoint. If the change increases or decreases the effort, delivery time, or other contractual conditions, these must be appropriately adjusted by mutual agreement; if no agreement is reached, the originally agreed scope of services remains unchanged.

4. Prices and Payment Terms

The prices are fixed prices, unless a price adjustment formula or price reservation is explicitly confirmed by us. The statutory value-added tax is not included in the prices. The prices are understood to be delivered free to the house, including packaging and shipping costs. Transport insurance is not to be taken out. Imported goods must be delivered duty paid. Payment is to be made within 10 days with a 3% discount or within 30 days net. The payment period begins upon receipt of the invoice, but no earlier than upon receipt of the goods by us. The timeliness of the payments owed by us is determined by the receipt of our transfer order at our bank before the expiry of the payment period.

Payments are made subject to correction if it later becomes apparent that the delivery is wholly or partially defective. In such a case, we will promptly inform the supplier of the complaints in writing. In the event of a defect for which warranty obligations exist, we are entitled to withhold payment until the defect has been properly remedied.

All order confirmations, delivery documents, and invoices must include our order number, the item number, the delivery quantity, and the delivery address. If one or more of these details are missing and this causes delays in processing within the scope of our normal business operations, the aforementioned payment terms shall be extended by the duration of the delay.

5. Delivery Date, Deadlines, and Delay

The delivery times (delivery date or period) specified in our inquiry or order are binding and are considered applicable upon receipt by us. Early deliveries are only possible with our prior written consent. If it becomes apparent that the delivery date will be exceeded, the supplier must immediately inform us in writing of the reason and the expected duration.

In the event of a delivery delay, we are entitled to all statutory claims. Acceptance of delayed deliveries does not constitute a waiver of claims for damages against the supplier. In case of delivery delays, we are entitled to claim a contractual penalty from the supplier for each commenced week of delay in the amount of [0.5%], up to a maximum of 5% of the respective order value. The damage due to delay remains unaffected. The contractual penalty shall be credited against the delay damages to be compensated by the supplier.

In the event of non-compliance with the delivery time, we are entitled to the statutory claims. The exercise of a right of withdrawal or the assertion of claims for damages instead of performance is only available to us after the fruitless expiration of a reasonable grace period. In the case of premature delivery, we are entitled to date the invoice according to the agreed delivery date. We reserve the right to return the delivery at the supplier's expense. If no return is made, the delivery will be stored with us at the supplier's risk until the agreed delivery date. Storage costs may be charged.

6. Delivery and Place of Performance

Unless expressly agreed otherwise, the place of performance for the deliveries as well as for any subsequent performance shall be our business premises in Löhne.

The supplier is not entitled to make partial deliveries without prior written consent. We expressly reserve the right to recognize over- or under-deliveries or to partially recognize an over-delivery. We will inform the supplier in writing within ten days of becoming aware of whether an under-delivery is accepted and whether, and to what extent, an over-delivery is recognized. If an under-delivery is approved and recognized by us, we are nevertheless entitled to reclaim any overpaid purchase price from the supplier. In the case of recognition of an over-delivery, we undertake to pay the corresponding purchase price for the additionally delivered goods within ten days of receipt of the related invoice.

Each delivery must be accompanied by a delivery note, which includes our order and item numbers, the description of the content, and the delivery quantity. The risk passes to the buyer upon handing over the goods at the agreed place of performance. This also applies in the event that shipping has been agreed upon.

7. Origin Documents, Export Control, Customs

On the order confirmation, or at the latest with the delivery/on the invoice, the following preference and/or export control information must be provided to us:- Country of origin-Tariff code (statistical commodity code)and, if applicable:- Export list number- Export Control Classification Number (ECCN)Upon request, the following documents must also be provided to us:- Long-term supplier declaration with preferential origin status-Certificate of origin / Chamber of Industry and Commerce (IHK) declaration for non-preferential origin.

steute Technologies
GmbH & Co. KG
Brückenstr. 91
32584 Löhne
Germany

Phone: +49 5731 745-0
Sales tax ID-No.: DE170026749

Commercial Register
certificate:
HRA 2125
Bad Oeynhausen
District court

Personally Liable Partner: steute
Verwaltungs GmbH, Löhne
Commercial Register certificate:
HRB 20873
Bad Oeynhausen District Court

Managing Directors: www.steute.com
Martin Kunz info@steute.com
Stephan Kiesner
Dr. Christof Gerhardy

8. Invoice, Assignment, Offset

Invoices are not to be included with the shipment, but must be submitted separately for each order, indicating our order number. The possibility of sending invoices electronically is expressly agreed. The supplier is not entitled, without our prior written consent, to assign claims against us or to have them collected by third parties. If the supplier assigns claims to third parties without consent, we may, at our discretion, make payment with liberating effect to either the supplier or the third party. The supplier is only entitled to offset disputed or legally established claims, and to assert a right of retention based on such claims, as well as counterclaims arising from the same contractual relationship.

9. Securing Ownership (Provision, Means of Production)

Material provided by us remains our property at every stage of processing and handling and must be stored by the supplier free of charge and with the care of a prudent businessman, and marked as our property; the processing of material provided by us by the supplier is always carried out for us. In the case of processing with items not belonging to us, we acquire co-ownership of the newly manufactured items in proportion to the value of our provision relative to the other processed items at the time of processing. If our provided material is mixed, we acquire co-ownership of the mixed item in proportion to the value of our provided material relative to the other mixed items at the time of mixing. The supplier is liable for the loss or damage of our provided materials. We must be informed immediately of any legal or actual impairment of our provided materials.

Tools, moulds, devices, templates, films, drawings, engravings, models, samples, data sheets, etc. — including in electronic form — provided to the supplier or produced for contractual purposes, which are separately invoiced by the supplier, remain our property or pass into our ownership upon acquisition or production. Handover is replaced by the supplier safeguarding the items for us. The supplier must clearly identify the items as our property, store them carefully, adequately protect and insure them against any type of damage, and use them solely for contractual purposes. In the absence of contrary agreements, the maintenance and repair costs incurred shall be shared equally by the contractual partners. If the costs are due to a circumstance that lies within the supplier's sphere, they shall be borne solely by the supplier. This particularly includes improper use by the supplier, its employees, or other vicarious agents. The supplier must promptly notify us of all damages to the items that are more than minor. Furthermore, the supplier is obliged to return the items to us in proper condition upon request if they are no longer required for fulfilling the contracts concluded with us. With the ownership also comes our right to allow third parties to use the items for production. This applies especially if the supplier experiences production difficulties. If the supplier violates the aforementioned regulations, we are entitled to claim damages in accordance with statutory provisions. Supplier's

retention of title extends only to our payment obligations for those products for which the supplier has reserved ownership. Extended retention of title is not permissible.

10. Defect Inspection – Warranty

The supplier's warranty obligations are governed by statutory provisions. We are entitled, at our discretion, to demand either the rectification of the defect or the delivery of a defect-free item. Our payments do not constitute unconditional acceptance of the goods. Claims for defects under the warranty shall expire three years after the transfer of risk, unless otherwise agreed. The period is extended by the time during which the goods cannot be used due to the presence of a defect. In the case of defect-related replacement delivery and defect rectification, the warranty period begins anew.

As far as the supplier is a merchant within the meaning of the Commercial Code (HGB), the following also applies: If there is a mutual commercial transaction between us and the supplier, our claims for defects require that we have properly fulfilled our statutory duties of examination and notification (§§ 377, 381 HGB). For goods intended for installation or further processing, an examination must in any case take place immediately before processing. If a defect becomes apparent upon delivery, during the examination, or at any later time, we will notify the supplier of the defect in text form. In any case, obvious defects, i.e., those recognizable without proper examination, must be notified in text form within five (5) working days from delivery and, otherwise, within the same period from discovery.

11. Intellectual Property Rights

The supplier guarantees that no third-party intellectual property rights are infringed in connection with its delivery. It shall fully indemnify us against any claims made by rights holders. In addition, it is obliged to reimburse us for all necessary expenses incurred in connection with such claims. The same applies to deliveries from third parties that it passes on to us. This does not apply if the supplier proves that it is not responsible for the infringement of intellectual property rights and could not have been expected, with due commercial diligence, to recognize the infringement at the time of delivery. We reserve the ownership as well as other rights (in particular copyright) to documents provided by us, such as illustrations, drawings, calculations, descriptions, or other materials. The documents are to be used solely for the fulfilment (production) of the order. Without our express written consent, they may not be made available to third parties. Likewise, the supplier is prohibited without our express written consent from using or reproducing the documents themselves or through third parties. The supplier is required to provide the documents upon our request, provided that they are no longer needed in the course of normal business operations. The same applies if negotiations do not result in a contract. Any copies made by the supplier must be destroyed. Exceptions to this are retention in

accordance with legal retention obligations and the storage of data for backup purposes as part of regular data backup procedures.

12. Product Liability

If damage is caused by a defect in a product supplied by the supplier, the supplier is obliged to indemnify us against claims for damages by third parties. If we are required to conduct a recall action towards third parties due to such a product defect, the supplier is also obliged to bear the associated costs in this context. We will inform the supplier about the content and scope of the recall measures to be conducted – as far as possible and reasonable – and give them the opportunity to comment. The supplier undertakes to maintain product liability insurance. The supplier agrees to send us a copy of the liability policy at any time upon request. Further claims for damages to which we are entitled remain unaffected.

13. Withdrawal

If the supplier, under a contract in which they are obliged to provide a performance owed once not in a single delivery but in multiple staggered partial deliveries or within a certain period upon our request ("successive delivery contract"), delivers a partial shipment defective or late and continues this breach of contract despite our written warning, we are entitled to withdraw from the entire successive delivery contract. Furthermore, we are entitled to withdraw from the successive delivery contract in whole or in part without compensation if the supplier's creditworthiness or ability to deliver deteriorates to such an extent that, in our opinion, the fulfilment of the contract is at risk, the supplier ceases payments, insolvency proceedings are initiated over their assets, or the opening of insolvency proceedings is refused due to lack of assets.

14. Compliance

The supplier commits to the guidelines of the steute Supplier Code of Conduct. This can be viewed and downloaded on the steute website. Furthermore, the supplier is obliged to comply with the legal provisions related to the contractual relationship (e.g., anti-corruption and anti-money laundering laws, antitrust, labour, and environmental protection regulations, Supply Chain Due Diligence Act). The supplier ensures that all products supplied by him comply with the requirements applicable for placing on the market in the European Union as well as in the European Economic Area. Compliance must be demonstrated upon request by presenting appropriate documents. The supplier makes reasonable efforts to ensure that his subcontractors comply with the obligations applicable to them as set out in Clause 14.

15. General Provisions

For all legal relationships arising from or in connection with contracts concluded with the supplier, the law of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. If the supplier is a merchant within the meaning of the Commercial Code, or 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; we also have the right to sue the supplier at its general place of jurisdiction.