

Purchasing conditions

I.

Scope

1. These terms and conditions apply to every contract between in-tech GmbH and the customer affiliated companies within the meaning of § 15 AktG [German Stock Corporation Act] and only towards companies/entrepreneurs in accordance with § 14 BGB [German Civil Code] and the institutions specified in § 310 para. 1 BGB.
2. Unless otherwise agreed in individual cases, the following terms and conditions apply exclusively to all our future orders, including similar orders. Deviating and additional terms and conditions of the supplier are not binding for us, even if we do not expressly object to them. Any different or extra agreements only apply to the specific contract.

II.

Conclusion of Contrace

1. Inbound offers are free of charge and non-binding for us.
2. Our orders, additions, and changes to an order are only binding if they are made in writing or by telex and include an order number. The obligation shall lapse if we do not receive a written order confirmation from the supplier within ten days of placing the order, stating the order number. We are entitled to revoke our order in any case prior to receipt of such an order confirmation.
3. We may demand changes to the ordered delivery item within reasonable, customary quality and quantity tolerances. We will adjust the effects, in particular with regard to additional or reduced costs and delivery dates, appropriately and by mutual agreement with the supplier.

III.

Delivery Item

1. Our order, including the specifications and production documents (drawings, samples, etc.) provided by us, shall be decisive for the content, type, and scope of delivery. The supplier's obligation to check these for completeness, correctness, and suitability, to notify us immediately in writing of any discrepancies/errors, and to

carry out the work on its own responsibility remains unaffected.

2. Shortages whose value does not justify a subsequent delivery entitle us to reduce the invoice in the form of a debit note.
3. Partial deliveries are only permitted with our express consent. We are entitled to call off deliveries in partial quantities. Changes to the delivery item and deviations from the manufacturing process presented require our prior written consent.
4. The supplier undertakes to take into account the principles of energy efficiency when delivering products, equipment, and services that may have an impact on the energy performance of the client. In this context, the supplier undertakes to provide the client with all information relevant to the energy-related assessment (e.g., energy consumption, efficiency levels, energy characteristics) insofar as this is relevant to the procurement decision. The client reserves the right to define energy-related requirements in the form of technical specifications, energy consumption requirements, or energy-related performance criteria within the scope of individual procurement procedures. The supplier must ensure that the products, equipment, or services delivered comply with these requirements. This obligation arises from the client's energy management system based on DIN ISO 50001 in its currently valid version and serves to continuously improve energy-related performance. If the supplier culpably violates the aforementioned requirements, the client is entitled to take appropriate measures, including extraordinary termination of the contract, provided that there is a significant violation.
5. The supplier is liable for all defects in the delivery in accordance with the statutory provisions.

IV.

Delivery Time

1. Delivery times are binding. Deadlines begin on the date of order. The delivery week is the week in which the delivery arrives at the specified place of receipt.
2. The date of delivery shall be deemed to have been met if the goods are received by us by the agreed date. The supplier is obliged to state our order number exactly on all shipping documents and delivery notes. If he fails to do so, he shall be responsible for any delays.
3. Cases of force majeure and other delays in delivery for which the supplier is not responsible and which are unforeseeable for the supplier must be reported to us

immediately. If the delay lasts longer than one month, we shall be entitled to withdraw from the contract.

4. In the event of a recognizable delay in delivery, the supplier is obliged to notify us immediately.
5. In the event of a delay in delivery, we shall be entitled to demand lump-sum compensation for the delay in the amount of 0.5% of the net price per completed calendar week, but not more than 5% of the Delivery value. Both parties reserve the right to prove damages that differ from this.
6. Acceptance of late delivery shall not affect our statutory claims for delay in delivery.

V.

Shipping/Acceptance

1. Shipping is at the expense and risk of the supplier. This also applies to any returns. The supplier is responsible for complying with the specified shipping instructions.
2. The risk shall pass to us upon delivery of the goods to the specified place of receipt. If acceptance has been agreed, this shall be decisive for the transfer of risk.
3. The supplier must enclose a delivery note with each delivery, stating our order number, order date, and our item/drawing number. Otherwise, we shall be entitled to refuse acceptance without any claims on the part of the supplier. The costs of a justified refusal to accept shall be borne by the supplier.
4. If, at our request, the delivery is sent directly to third parties, we must be informed of this immediately and without request by means of a shipping notification including all relevant details.
5. If we are prevented from accepting delivery due to force majeure or other circumstances beyond our control and unforeseen circumstances, in particular labor disputes, our obligation to accept delivery shall be suspended. We will report such circumstances immediately. In such cases, we shall be entitled to withdraw from the contract or to demand delivery at a later date. This does not give rise to any claims on the part of the supplier. If our obligation to accept delivery is suspended for more than three months, the supplier shall be entitled to withdraw from the contract after a reasonable grace period.
6. Acceptance of delivery is always subject to inspection by our incoming goods

inspection department to ensure that the goods are correct and suitable. We are entitled to return rejected goods at the supplier's expense and risk and, at our discretion, demand a new delivery, reworking, or repair at the supplier's expense. Concealed or hidden defects that are only discovered during processing or treatment may be reported at any time. You also authorize us to demand reimbursement of any costs incurred by us for your failure to comply with this obligation.

VI.

Prices/Payment Terms

1. Prices in our orders are fixed prices including ancillary costs (packaging, transport, insurance, etc.) and are understood to be free to a specified place of delivery.
2. Invoices must be issued in a single copy, stating the order number and the delivery note enclosed with the shipment. A separate invoice must be issued for each order.
3. We pay within 14 days of receipt of a valid invoice with a 3% discount, or within 30 days net, using a payment method of our choice or by offsetting against counterclaims.
4. Our default shall require written notification after the due date.
5. Payments are always made under reserve and do not imply acknowledgment of freedom from defects or waiver of any claims to which we are entitled.
6. We reserve the right to pay by check and bill of exchange.
7. Insofar as the supplier is required to provide material tests, test reports, quality documents, or other documents, the completeness of the delivery also requires the handover of these documents. Invoices are only due for payment upon delivery.

VII.

Ownership and Intellectual Property

1. The supplier guarantees that no third-party rights within the Federal Republic of Germany are infringed in connection with its delivery. The supplier is further obliged to manufacture the goods to be delivered in such a way that they comply with the statutory provisions, in particular with regard to accident prevention regulations.
2. If claims are asserted against us by a third party due to such an infringement, the

supplier shall be obliged to indemnify us against these claims upon first written request. The supplier's obligation to indemnify us shall cover all expenses necessarily incurred by us arising from or in connection with the assertion of claims by a third party.

3. Reproduction of models, samples, or other documents provided to the supplier by us, or those produced by the supplier according to our specifications, is only permitted to the extent necessary for processing the offer or executing our order.
4. Goods manufactured according to our specifications may not be offered/delivered to third parties; in this respect, there is an obligation to obtain approval, which shall continue even after the business relationship has ended. If improvements are made at the supplier's premises on the basis of our production documents, we shall have a free, non-exclusive right of use for our own purposes, even after such improvement and any property rights therein.
5. We are the exclusive owner of all property rights, rights of use and all other rights to all results (including all inventions, know-how, test reports, studies, developments, suggestions, ideas, drafts, suggestions, samples, models, templates, etc.) achieved by the supplier in connection with a contractual relationship existing between us.
6. If the service includes software, rights of use are not restricted to the object code. Unless otherwise agreed in individual cases, we are also entitled to receive the source code and documentation. We may demand delivery in any case, even during the development process.

VIII.

Retention of Title, Ownership, Manufacturing Documents

1. The transfer of ownership of the goods to us must take place unconditionally and regardless of payment of the price. However, if we accept an offer by the seller to transfer ownership in individual cases, conditional upon payment of the purchase price, the seller's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. We remain entitled to resell the goods in the ordinary course of business even before payment of the purchase price, subject to advance assignment of the claim arising therefrom (alternatively, the simple retention of title extended to the resale shall apply). This excludes all other forms of retention of title, in particular extended retention of title, transferred retention of title and retention of title extended to further processing.

2. Models, samples, and other documents that we have provided to the supplier or that are manufactured by the supplier according to our specifications are our property and may only be used for processing the offer and executing the ordered delivery. They must be returned to us immediately upon request after performance or upon non-conclusion/rescission of the contract.

IX.

Withholding/Offsetting/Prohibition of Assignment

1. The assertion of a right of retention and the offsetting of counterclaims by the supplier are only permissible if the counterclaim has been legally established, recognised by us or is ready for a decision.
2. The transfer of the execution of the order to third parties or the assignment of claims or rights in connection with the order to third parties requires our express consent.
3. We are entitled to offset our claims against the supplier against all claims to which the supplier is entitled against us from deliveries or other legal grounds.

X.

Warranty/Product Liability

1. Our rights in the event of material defects and defects of title in the goods (including incorrect and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the seller shall be governed by the statutory provisions and, exclusively in our favor, by the following additions and clarifications.
2. The statutory provisions §§ 377, 381 HGB [German Commercial Code] apply to the commercial obligation to inspect and give notice of defects, with the following proviso: Our obligation to inspect is limited to defects that are apparent during our incoming goods inspection upon external examination, including the delivery documents (e.g., transport damage, incorrect or incomplete delivery), or that are detectable during our quality control in random sampling. If acceptance has been agreed, there is no obligation to inspect the goods. Furthermore, it depends on the extent to which an investigation is feasible in the circumstances of the individual case, taking into account the normal course of business. Our obligation to report defects discovered later remains unaffected. Notwithstanding our obligation to inspect, our complaint (notification of defects) shall in any case be deemed to have been made immediately and in good time if it is sent within 10 working days of discovery or, in the case of obvious defects, of delivery.

3. Insofar as the supplier is responsible for product damage, it shall be obliged to indemnify us against claims for damages by third parties upon first request, insofar as the cause lies within its sphere of control and organization and it is liable in relation to third parties.
4. In this context, the supplier is also obliged to reimburse any expenses in accordance with §§ 683, 670 BGB arising from or in connection with a recall campaign carried out by us. We will inform the supplier of the content and scope of the recall measures to be carried out, as far as possible and reasonable, and give them the opportunity to comment.
5. The supplier undertakes to maintain product liability insurance with coverage of EUR 5 million per personal injury/property damage – lump sum – and to provide us with confirmation of this upon request.
6. Any further claims for damages remain unaffected.

XI.

Recourse Claims within the Supply Chain

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 BGB) are available to us without restriction in addition to claims for defects. In particular, we shall be entitled to demand from the seller precisely the type of subsequent performance (repair or replacement) that we owe to our customer in the individual case; in the case of goods with digital elements or other digital content, this shall also apply with regard to the provision of necessary updates. Our statutory right of choice (§ 439 (1) BGB) remains unaffected by this.
2. Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a (1), 439 (2), (3), 6 sentence 2, 475 (4) BGB), we will notify the seller and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and no mutually acceptable solution is found, the claim for defects actually granted by us shall be deemed owed by our customer. In this case, the seller is responsible for providing evidence to the contrary.
3. Our claims for recourse against suppliers shall also apply if the defective goods have been combined with another product or further processed in any other way by us, our customers, or a third party, e.g., through assembly, attachment, or installation.

XII. Statue of Limitations

1. The mutual claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise specified below.
2. Notwithstanding § 438 (1) No. 3 BGB, the general limitation period for claims for defects is three years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period also applies accordingly to claims arising from legal defects, whereby the statutory limitation period for third-party claims for surrender of title (§ 438 (1) No. 1 BGB) remains unaffected; Furthermore, claims arising from legal defects shall not become time-barred in any case as long as the third party can still assert the right against us, in particular due to the absence of a limitation period
3. The limitation periods under sales law, including the above extension, apply – to the extent permitted by law – to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply (§§ 195, 199 BGB), unless the application of the limitation periods under sales law results in a longer limitation period in individual cases.

XIII. Jurisdiction/Applicable Law/Final Provisions

1. Any other agreements or additions to this contract must be made in writing.
2. Our Code of Conduct for Contractual Partners (available at <https://www.intech.com/agb>) also forms an integral part of the contractual relationship.
3. The place of performance is our registered office in Munich/Garching.
4. In commercial business transactions, the place of jurisdiction shall be our registered office in Munich/Garching, Germany, even in cases where the supplier does not have a general place of jurisdiction in Germany, has moved its place of residence or habitual place of residence abroad after conclusion of the contract, or if the place of residence or habitual place of residence of the supplier is unknown at the time the action is brought. We are also entitled to bring legal action at the place of business of the supplier. Prior legal provisions, in particular those relating to exclusive responsibilities, remain unaffected.

5. The application of German law is exclusively agreed upon; the validity of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. In the event of discrepancies between different contractual documents, the German version shall prevail.
6. Should one or more of these conditions be or become invalid, this shall not affect the validity of the remaining conditions. In the event that one or more provisions of these terms and conditions are invalid, the parties undertake to replace the invalid provisions with valid provisions that are as close as possible to the economic and legal intent of the invalid provisions.

in-tech GmbH

Parkring 32
D-85748 Garching/München

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