General Terms and Conditions of Purchase of APL GmbH – Effective as of March 2026

I. Applicability

1. Contracts concluded with us, APL Automobil-Prüftechnik Landau GmbH (hereinafter "APL"), are subject to these General Terms and Conditions of Purchase (hereinafter "Terms") unless explicitly agreed otherwise between the parties. These Terms are an integral part of all contracts that APL concludes with its business partners (hereinafter "Supplier") regarding the goods or services offered by the Suppliers. These Terms also apply to all future deliveries, services, or offers from Suppliers, even if they are not specifically agreed upon.

2. The general terms and conditions of the Supplier or any third party shall not apply, even if APL does not formally reject them. Even if APL refers to a letter containing or referring to the general terms and conditions of the Supplier or a third party, this does not constitute consent to the validity of those terms and conditions.

3. Any individual agreements concluded between the Supplier and APL shall take precedence over these Terms.

II. Conclusion of Contract and Scope of Services

1. A contract with the Supplier is concluded only upon receipt of an unconditional order confirmation by APL (hereinafter, "Order"). Subsequent additions or other changes to the scope of delivery and services, or to these Terms (including this clause), must be in writing to be effective.

2. Unless otherwise agreed, the Supplier shall have sole authority to issue instructions to its employees when performing the agreed services. The Supplier shall perform the services independently and on its own responsibility, taking into account the latest state of the art in science and technology. The scope of services shall be based, where applicable, on the requirements set forth in the technical specification provided by APL, as well as on the project-related premises and other agreements between the parties.

3. If the Supplier is obliged to comply with specific management systems (e.g., ISO 9001, TISAX) based on the provided technical specifications or other agreements between the parties, the Supplier must maintain these management systems for the entire duration of the contract and provide evidence of compliance through external certifications upon request. The same applies to subcontractors engaged by the Supplier in accordance with these Terms.

4. In the event of an impending loss or change to a required management system, the Supplier is obliged to inform APL immediately.

5. In accordance with the requirements of DIN EN ISO 50001, energy performance is taken into account to an appropriate extent when procuring energy-consuming products, equipment, and services that have or may have a significant impact on energy consumption. Energy efficiency is one of several relevant criteria in the context of procurement and ordering decisions. This does not imply that energy-related criteria are given exclusive or priority consideration.

III. Confidentiality, Documents and Information

1. The Supplier shall keep confidential all technical and business information, personal data, documents, and items provided by APL for the purpose of the Order, including those concerning or originating from third parties, for a period of ten (10) years following the delivery date. The Supplier shall use this information exclusively for the performance of the agreed-upon deliveries and services.

2. This obligation does not apply to information or documents that were already publicly known, or that the Supplier became aware of in any other way without breaching this confidentiality obligation. The Supplier bears the burden of proof in this regard.

3. The confidentiality obligation includes a prohibition on disclosing or investigating, decompiling, or analyzing information, documents, or items, unless Sections 69d et seq. of the German Copyright Act (UrhG) applies. The information, documents, and items must be physically and/or technologically protected against any unauthorized access and/or processing. This includes employees of the Supplier who are not actively involved in providing goods and services to APL for the specific project.

4. Any disclosure required by mandatory legal provisions, ordered by a court, or issued by a government authority must be limited to the minimum extent possible. APL must be immediately informed of any impending disclosure or breach of this obligation.

5. Employees assigned by the Supplier shall be subject to corresponding confidentiality obligations. If subcontractors are used (see Section X of these Terms), they shall also be subject to corresponding confidentiality obligations. No devices capable of recording images may be used on APL's premises; the camera lens of mobile phones must be covered.

6. APL may verify the implementation of these confidentiality measures at any time, including on the Supplier's premises. APL reserves the right to request additional confidentiality measures and/or a separate confidentiality agreement at any time.

IV. Rights of Use and Inventions

1. APL reserves ownership of, and the copyright to, technical requirement profiles, illustrations, drawings, calculations, samples and other documents. The Supplier is not authorized to make these documents available to third parties without the express consent of APL, nor to use or reproduce them, either directly or indirectly through third parties. If these documents are no longer required by the Supplier in the ordinary course of business or if negotiations do not result in the conclusion of a contract, the Supplier must return them to APL upon request. Any copies (physical or digital) made by the Supplier must be destroyed in this case, unless retention is required by statutory obligations. The confidentiality obligation under Section III of these Terms continues to apply to such copies. Proof of destruction must be provided to APL upon request.

2. Any intellectual property rights created during the provision of goods and services, including know-how such as test reports, drawings, and plans, belong exclusively to APL (hereinafter "Property Rights"). The Supplier shall fully assign these Property Rights to APL in an appropriate form; APL hereby accepts this assignment.

3. To the extent that Property Rights exist in copyright-protected works, the Supplier grants APL an exclusive, unlimited, transferable, and sublicensable right of use, without time or territorial restrictions. This right includes reproduction, distribution, public performance, making available to the public, and adaptation and further development of such works, as well as use of the resulting products, in all known forms of use.

4. The Supplier and its employees (i.a., officers, representatives, consultants, and subcontractors) must undertake all necessary measures to transfer any relevant Property Rights generated by this group to APL. Specifically, the Supplier shall claim unrestricted rights to any patentable inventions or utility models created by its employees.

5. The Supplier shall be granted a simple, non-transferable, and non-sublicensable right to use the Property Rights. This also applies to any information or documents the Supplier receives from APL.

V. Prices and Terms of Payment

1. The price stated in the Order is binding. No price escalation clause has been agreed upon.

2. The prices stated in the Order are net, i.e., exclusive of sales tax, to the extent that such tax is required by law.

3. Unless otherwise agreed in writing, the price includes travel costs and expenses as well as delivery and transport to the shipping address specified in the contract, including packaging.

4. All order confirmations, delivery documents, and invoices must specify the order date, order number, and delivery address. Unless otherwise agreed, payment is due 30 days after receipt of a valid invoice. If payment is made within 14 days, APL is entitled to deduct a 3% discount.

5. In the event of late payment (*Zahlungsverzug*), APL owes default interest at a rate of 5 (five) percentage points above the base rate pursuant to Section 247 of the German Civil Code (BGB).

VI. Delivery and Transfer of Risk

1. The delivery time (delivery date or period) specified in the Order or otherwise applicable under these Terms is binding.

2. The Supplier shall notify APL immediately in writing if circumstances arise or become apparent that would prevent the delivery time from being met.

3. If the latest date on which delivery must take place can be determined based on the contract, the Supplier shall be in default upon the expiration of that date, without the need for a reminder (*Mahnung*).

4. In the event of a delay in delivery, APL shall be entitled to all statutory claims without restriction; however, APL may only exercise its right of withdrawal or assert claims for damages in lieu of performance after a reasonable grace period has expired without result.

5. In the event of delivery delays, APL is entitled to a contractual penalty of 0.5% for each week the delivery is delayed, up to a maximum of 4% of the Order value, provided that APL has given the Supplier prior written notice. This contractual penalty will be deducted from any damages for delay that the Supplier must compensate for.

6. The risk of accidental loss or accidental deterioration of the goods or services shall pass to APL only upon delivery of the goods or services at the agreed destination. Unless otherwise agreed, the transfer of ownership of the goods and services shall take place unconditionally and regardless of payment of the price.

VII. Warranty Claims, Liability, and Insurance

1. APL shall be entitled to all statutory claims in the event of defects.

2. Insofar as APL is legally required to give notice of defects, a defect shall be deemed to have been reported in a timely manner when APL notifies the Supplier of the defect within 10 (ten) business days after the transfer of risk or, in the case of hidden defects, after their discovery.

3. The statute of limitations on warranty claims is suspended upon receipt of a written notice of defect from the Supplier until the Supplier rejects the claims, declares the defect to have been remedied, or refuses to continue negotiations regarding APL's claims.

4. The Supplier warrants that its services do not infringe the intellectual property rights of any third party in the European Union or other countries. The Supplier is obligated to indemnify APL against all claims asserted by third parties due

to infringement of intellectual property rights, and reimburse APL for all necessary expenses incurred in connection with such claims. However, this obligation does not apply if the Supplier proves that it is not liable for the infringement and could not have had knowledge of it at the time of delivery, despite exercising due diligence.

5. The Supplier shall indemnify APL against claims by third parties to the extent that the Supplier is liable to APL for damages.

6. The Supplier shall ensure adequate insurance coverage. The insurance policy, including the relevant insurance terms and conditions, as well as proof of premium payment, must be submitted to APL upon request within two weeks. Upon APL's request, proof of continued insurance coverage must also be provided during the term of the contract. Failure to provide such proof entitles APL to terminate the contract for good cause within the meaning of Section X of these Terms.

VIII. Acceptance

1. Unless otherwise agreed, APL shall accept the services provided by the Supplier, provided that they have been performed in full and in accordance with the contract and the Supplier has notified APL in writing of their completion.

2. Acceptance takes effect when APL has declared acceptance in writing. The same applies if APL fails to declare acceptance or refuses acceptance without legal grounds, even though the Supplier's services have been performed substantially in full and in accordance with the contract. In this case, the Supplier must notify APL in writing and request the declaration of acceptance again, setting a deadline. The expiration of the set deadline shall be deemed the date of acceptance.

IX. Data Protection

If the Supplier gains access to personal data while performing contractual services, the Supplier shall comply with all applicable data protection regulations. This includes processing personal data exclusively for the purpose of performing contractual services (*Zweckbestimmung*), ensuring that employees only access the data to the extent necessary, and ensuring that employees are bound in writing to data confidentiality. Employees must also be instructed on the applicable data protection regulations. Upon request, the Supplier must provide proof that these regulations have been observed. The Supplier warrants that it will protect personal data in accordance with the current state of the art. Furthermore, the Supplier warrants that the processing of personal data attributable to APL or APL's customers shall only take place within the territory of the Federal Republic of Germany, a Member State of the European Union, or a member state of the European Economic Area.

X. Termination

1. Unless otherwise agreed between the parties, the parties have the right, in accordance with statutory provisions, to terminate the respective contract in writing by withdrawal or notice of termination.

2. The right to terminate for cause remains unaffected by these Terms. A cause for termination includes, in particular, the opening of insolvency proceedings or comparable proceedings concerning the Supplier's assets, or the Supplier's filing of a petition to open such proceedings concerning its own assets. Good cause also exists if the Supplier, contrary to Section II, No. 3 of these Terms, cannot (or can no longer) demonstrate the existence of a required management system. In all other respects, Section 314 of the German Civil Code (BGB) applies, provided that a warning (*Abmahnung*) must be issued at least in writing to have legal effect.

XI. Subcontractors

1. The Supplier is only entitled to engage subcontractors with the prior written consent of APL.

2. The use of subcontractors does not release the Supplier from its contractual obligations to APL under the contract. Under no circumstances does the contract establish a direct contractual relationship between APL and a subcontractor of the Supplier.

3. The Supplier must ensure that its subcontractors comply with the provisions of the contract and these Terms.

4. The Supplier shall be liable to APL for any breach of contractual obligations by its subcontractors.

XII. Assignment and Set-off

1. The Supplier is not entitled to assign its claims arising from the contractual relationship to third parties. This does not apply to monetary claims.

2. The Supplier is entitled to set off claims only if its counterclaims are undisputed or have been established by a final and binding judgment. The Supplier's right to set off is unrestricted to the extent that the claim being set off is synallagmatically linked to the principal claim.

XIII. Right of Cancellation

1. If the goods and services to be provided by the Supplier are intended for the processing of an order from an APL customer (hereinafter "Customer Order"), the Supplier shall be notified of this upon conclusion of the contract, subject to compliance with the confidentiality obligations owed to the customer.

2. If the Customer Order is terminated for a reason for which APL is not responsible, APL shall be entitled to cancel the agreed deliveries and services vis-à-vis the Supplier with immediate effect.

3. In the event of cancellation due to the termination of the Customer Order, services already rendered by the Supplier shall be invoiced in full. The Supplier shall have no further claims.

XIV. Deliveries of Hazardous Goods

1. For deliveries of hazardous goods (*Gefahrgut*) or items containing hazardous substances, the Supplier is obligated to provide APL with the relevant safety data sheets at least three business days prior to the agreed delivery date. The same applies to the provision of appropriate safety information, provided that a safety data sheet is not required under applicable legal provisions.

2. The Supplier must send the safety data sheets or the appropriate safety information as defined in Section XIV.1 above to APL along with the order confirmation.

3. In the event of failure to provide or delayed provision of the safety data sheets or the appropriate safety information in accordance with Section XIV.1, APL is entitled to refuse acceptance of the delivery.

XV. Customer Protection

1. The Supplier is obligated to APL to protect its customers. For the duration of the engagement and up to one year after the Order is completed, the Supplier may not, either directly or indirectly through third parties, engage in any business activity with at least a comparable scope of services vis-à-vis APL's customers who become known to the Supplier in the course of its activities under this contract.

2. The foregoing prohibition shall not apply if the Supplier did not first obtain the opportunity to contact the relevant customer and subsequently engage in business activities solely through its work for APL. If it is unclear whether the APL customers became known to the Supplier only in the course of its work for APL, the Supplier must prove that it became aware of the customers outside the scope of its work for APL.

3. In the event of a culpable breach of the obligations set out in this Section XV (Customer Protection) by the Supplier, the Supplier shall be liable to pay a contractual penalty of EUR 30,000.00 (thirty thousand) for each instance of breach. This shall not affect APL's right to claim further damages and/or terminate the contract without notice.

XVI. Compliance

1. The Supplier undertakes to comply with the provisions set forth in APL's Supplier Code of Conduct in the course of its business activities. The Supplier acknowledges the provisions of this Supplier Code of Conduct as the basis of the contract.

2. A violation of the provisions of the Supplier Code of Conduct entitles APL to set the Supplier a reasonable deadline for remedying the violation. If this deadline is not met, APL may withdraw from or terminate the contract. Setting a deadline is not required if the violation is of a material nature. If APL withdraws from or terminates the contract, it is not obligated to compensate the Supplier for any resulting damages.

XVII. Final Provisions

1. All legal relationships between APL and the Supplier shall be governed exclusively by German law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2. The place of performance for all obligations arising from the contractual relationship is Landau, unless otherwise agreed with the Supplier.

3. All disputes arising from or in connection with the business relationship between the Supplier and APL shall be subject to the exclusive jurisdiction of the courts of Landau. However, APL is entitled to sue the Supplier at their place of business. Mandatory statutory provisions regarding exclusive jurisdictions (*ausschließliche Gerichtsstände*) remain unaffected.

4. Without the express written consent of APL, the Supplier is not entitled to use the business relationship with APL for advertising purposes.

5. Should any individual provisions of these Terms be or become invalid, this shall not affect the validity of the remaining provisions (including these Terms).