

Terms and Conditions of Purchase of GARANT-Filter GmbH

Version April 2024

1. Scope

- 1.1 The following General Terms and Conditions of Purchase (GTC) of GARANT-Filter GmbH (hereinafter “**Garant**”) apply in their current version to contractors (Section 14 German Civil Code (UGB)), legal entities under public law and special funds under public law (hereinafter: “**Supplier**”) for all current and future orders placed by and contracts concluded with Garant.
- 1.2 Any deviating or supplementary terms and conditions of the Supplier shall only become part of the contract if and to the extent that Garant has expressly agreed to their validity. These Terms and Conditions of Purchase shall also apply if Garant unconditionally accepts or pays for deliveries and services of the Supplier despite being aware of terms and conditions of the Supplier that conflict with or deviate from these Terms and Conditions of Purchase.
- 1.3 Legally relevant declarations and notifications that Garant must make to the Supplier after conclusion of the contract (e.g. setting deadlines, notifications of defects, declarations of withdrawal or reduction) do not require any form to be effective. Mandatory statutory formal requirements remain unaffected.
- 1.4 Oral agreements before or upon conclusion of the contract require written confirmation from Garant to be valid. All points and contractual clauses in the order that deviate from these Terms and Conditions of Purchase shall take precedence over these Terms and Conditions of Purchase.

2. Conclusion of contract and change of product specifications

- 2.1 Orders from Garant can be freely revoked until receipt of the order confirmation or – in the absence of an order confirmation – until delivery. Verbal orders and agreements require written confirmation from Garant to be valid. Confirmation by fax, email and/or data transmission is sufficient.

- 2.2 Any correspondence and agreements relating to the Supplier's offer or offer documents as well as to the order must be conducted with the person from Garant (the Purchaser) specified on the order.
- 2.3 Unless expressly agreed otherwise, the delivery times specified by Garant are binding.
- 2.4 The Supplier is obliged to confirm the order immediately, at the latest within 5 working days, by means of an order confirmation stating binding price and delivery terms in text form or by delivery. Delayed acceptance by the Supplier shall be regarded as a new offer and requires confirmation by Garant.
- 2.5 The Supplier must indicate the order number with item number or material number in the order confirmation, all other documents and on the components themselves.
- 2.6 Garant is entitled to change product specifications as long as these can be implemented within the scope of the Supplier's normal production process without significant additional expenditure. Garant will reimburse the Supplier for any proven and reasonable additional costs incurred as a result of the change. If such changes result in delivery delays that cannot be avoided with reasonable efforts in the Supplier's normal production and business operations, the originally agreed delivery date will be postponed accordingly. The Supplier shall notify Garant in writing (including email and fax) of any additional costs or delivery delays that it expects based on prudent assessment in good time before the delivery date, but no later than within 5 working days of receipt of the notification in accordance with Sentence 1.
- 2.7 In the case of orders and confirmations without a price indication, Garant reserves the right to withdraw even after delivery if the stated price is not fully approved by Garant.

3. Delivery and scope of service

- 3.1 Unless otherwise agreed between the parties in writing (including email, fax), all deliveries will be made DDP Lahr, Incoterms 2020.
- 3.2 The Supplier's deliveries and services form a unified whole for which the Supplier is responsible.

- 3.3 The Supplier is obliged, without additional remuneration, to perform all work, measures and expenses which are necessary for proper, technically and qualitatively flawless, compliant and complete production and for the intended use of the items to be delivered by it, even if these are only described or mentioned partially, vaguely, or not at all in the cost estimate, the order letter, sketches or in other documents.
- 3.4 Should significant design changes prove necessary or expedient during the course of order processing, any additional services that may become necessary will be offered by the Supplier at the same conditions and price basis as in the main order. Before the work resulting from the design changes can begin, Garant must provide a written order supplement to this effect.
- 3.5 A delivery note must be attached to the top of each consignment in duplicate which, in addition to the above information, must also state the date of dispatch, type of packaging, description of the goods, article or item numbers, quantity and weight of the consignment (gross and net) as well as the receiving address (factory and unloading point). Invoices shall not be regarded as delivery notes. Delivery notes must also be sent to Garant by email (Excel or PDF) on the day the goods are dispatched.
- 3.6 The Supplier is liable for the consequences of incorrect consignment note declarations.
- 3.7 The packaging instructions in the order or the final destination of the goods, which Garant will communicate to the Supplier upon request, must be taken into account. The packaging must be appropriate to the nature of the goods to be shipped, the means of transport and the transport route so that it can withstand all demands of transport. DB Euro pallets may only be used with IPPC standards, disposable pallets only after approval.
- 3.8 Over- or under-deliveries may only be made with the express written consent of Garant. Garant will only accept partial deliveries if Garant has previously agreed to them in writing (including email and fax).

4. Prices and payment terms

- 4.1 The agreed prices are fixed prices and binding for this order. All prices are exclusive of VAT, but include packaging, insurance, transport (DDP Lahr, Incoterms 2020) and other incidental costs. Price increases require the written consent of Garant and must be included in the final invoice.
- 4.2 For each delivery, a separate invoice must be sent in duplicate immediately after dispatch of the goods by post to the billing address specified on the Garant order, stating the complete order data in accordance with Section 4.3. All information on the invoice must be structured by item according to the order. Unless otherwise agreed, invoices must not be enclosed with the delivery. This does not apply for customs goods. For customs goods, an original invoice must be enclosed with the delivery and an original must also be sent to Garant by post.
- 4.3 An invoice may only relate to one order. VAT must be shown separately on the invoice. Invoices which do not contain the order data (project number, order number, information on the product description, unit price as well as the number and date of the delivery note, the article number, delivery quantity and delivery address) or which are not correctly prepared shall be deemed not to have been issued.
- 4.4 Unless otherwise agreed, payments shall be made at Garant's discretion
- (i) within 14 calendar days after receipt of a proper invoice and delivery, less 3% discount,
 - (ii) within 60 calendar days after receipt of a proper invoice and delivery net.
- 4.5 In the case of work contracts, the date of acceptance applies, not the date of delivery. Payment shall not be deemed as recognition of proper performance.
- 4.6 Receipt of the transfer order by Garant's bank is sufficient to determine the timeliness of the payments owed by Garant.
- 4.7 Payment is subject to invoice verification. Delay in payment due to circumstances for which Garant is not responsible (e.g. operational disruptions due to internal or external industrial disputes, force majeure, etc.) is excluded.

- 4.8 Advance payments can only be requested based on a separate agreement. Advance payments also entitle Garant to a discount.
- 4.9 The Supplier is only entitled to exercise a right of retention and/or to offset to the extent that its counterclaim is based on the same contractual relationship or on an undisputed or legally established claim.

5. Delivery dates, contractual penalty

- 5.1 The agreed delivery periods and dates are binding. Compliance with the agreed delivery periods and dates depends on the receipt of the service object at the receiving point specified by Garant, and in the case of deliveries with installation, assembly or other services, on their acceptance. Garant is not obliged to accept delivery before the agreed delivery date.
- 5.2 If any postponements are apparent, the Supplier must notify Garant immediately and obtain a decision from Garant. If the delivery period is extended due to force majeure, the Supplier will be granted a reasonable grace period. Otherwise, the occurrence of delay in delivery remains unaffected.
- 5.3 In the event of delays for which the Supplier is responsible, Garant is entitled, after prior written warning and at Garant's discretion, to demand a contractual penalty of 0.2% of the order value per working day, but not more than 5% of the order value, based on the goods delivered late in each case, without prejudice to further legal claims. Garant reserves the right to assert claims for damages caused by delay that are demonstrably higher. The Supplier reserves the right to prove that Garant has suffered no damage at all or only minor damage.
- 5.4 The Supplier must reimburse all additional costs resulting from delayed delivery. Acceptance of delayed deliveries and services does not constitute a waiver of claims for compensation. Early delivery is only permitted with the written consent of Garant and does not affect the agreed payment date. Garant is not obliged to accept delivery before the agreed delivery date. Garant may claim price reductions that occur before the scheduled delivery date.

6. Transfer of risk

- 6.1 Shipping and transfer of risk take place in accordance with Section 4.1. If the freight costs are borne by Garant due to a special agreement, the Supplier must choose the cheapest shipping method. Garant is not obliged to accept partial or additional deliveries that have not been agreed upon.
- 6.2 If Garant is unable to accept a delivery due to circumstances for which Garant is not responsible (e.g. operational disruptions due to internal or external industrial disputes, force majeure, etc.), the transfer of risk shall only occur when the impediments are no longer at hand and the delivery item is available to Garant at the agreed destination. Garant is obliged to inform the Supplier immediately if impediments of this kind have occurred or are expected to occur.
- 6.3 The registered office of Garant is the place of performance for all obligations arising from the contractual relationship.

7. Assignment of claims

The assignment of claims against Garant is only effective with the written consent of Garant. The provision of Section 354a German Commercial Code (HGB) remains unaffected.

8. Warranty, claims for defects

- 8.1 The Supplier guarantees that the goods are free from defects, have the promised properties, comply with the specifications stated in the order, the latest state of the art, the relevant statutory provisions, standards and guidelines, the safety and accident prevention regulations and the usual technical standards (such as CE conformity). In particular, the Supplier undertakes to comply – where applicable – with the Product Safety Act (ProdSG) and all ISO, EN, DIN and VDE regulations. The Supplier must carry out a thorough inspection in this regard before dispatch.
- 8.2 The statutory provisions (Sections 377, 381 HGB) apply to the commercial obligation to inspect and give notice of defects with the following proviso: Garant's obligation to inspect is limited to defects that are clearly evident during the incoming goods inspection through external examination, including the delivery documents (e.g. transport damage, incorrect or incomplete deliveries) or that are identifiable

during quality control using a random sampling procedure. If acceptance has been agreed, there is no obligation to inspect. Furthermore, the extent to which an investigation is feasible in the normal course of business, taking into account the circumstances of the individual case, also determines whether an inspection takes place. Garant's obligation to give notice of defects discovered later remains unaffected. Without prejudice to the obligation to inspect, Garant's complaint (notification of defects) shall be deemed to be immediate and timely if it is sent within 5 working days of discovery or, in the case of obvious defects, of delivery.

- 8.3 When supplying systems, machines, devices or their parts or other components, the Supplier must inform Garant about the use / commissioning and operation, in particular complete and correct assembly instructions, operating descriptions, spare parts list and spare parts range in accordance with DIN 24420 and CE-compliant documentation in German and English and hand it over on a data carrier in .txt, .xlsx or .docx format. The system components must be marked with regard to their use and permissible operating parameters such as electrical connection values, temperature, pressure, etc. The order also includes the submission of a proper manufacturer's declaration by the Supplier in accordance with the applicable Machinery Directive.
- 8.4 The Supplier is obliged to monitor its products throughout their normal lifespan and to immediately inform Garant in writing of any product hazards of which it becomes aware.
- 8.5 Garant does not waive any warranty claims by accepting or approving submitted samples or specimens.
- 8.6 If the object of performance does not exhibit the agreed quality or is defective for other reasons, Garant's claims for defects shall be governed by the statutory provisions, unless otherwise specified below.
- 8.7 If the Supplier fails to fulfil its obligation to remedy the defect within a reasonable period set by Garant, Garant shall be entitled to remedy the defect itself and to demand reimbursement of the necessary expenses or an appropriate advance payment from the Supplier. If the subsequent performance by the Supplier fails or is unreasonable for Garant (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline

needs to be set; Garant will inform the Supplier of such circumstances immediately, if possible in advance.

8.8 Unless otherwise agreed, the warranty period is three years and begins with the delivery of the goods to Garant or the acceptance of the service by Garant if acceptance is required. Longer statutory limitation periods remain unaffected.

8.9 In the event of changes in the nature of the composition of the material or in the design compared to samples or previous deliveries, samples must be submitted, and approval obtained, from Garant prior to delivery. The Supplier is obliged to ensure delivery of the previously approved version until final approval by Garant. Garant is released from the obligation to check whether the deliveries or services are similar to previous deliveries. If the order concerns complete products or independently functioning units (machines, motors, etc.), the design must comply with the VDE guidelines and the accident prevention regulations. The Supplier is obliged to comply with all applicable legal provisions when manufacturing and delivering products, in particular to meet requirements that would apply to EU suppliers. This also applies to the REACH and RoHS regulations, low voltage and electromagnetic compatibility directives and other relevant regulations with regard to the materials used or the intended purpose. The Contractor must always keep any evidence required in this context or agreed with Garant up to date and provide Garant with a copy without being asked to do so in accordance with the instructions in the order. No special notification is required in the order for this. Garant

8.10 The Supplier will, upon request, hand over all documents required for the manufacture of the products to the authorities responsible for Garant as well as to notified bodies and will grant them unrestricted access to them during audits to the extent that this is necessary to assess the services provided to Garant.

9. Product liability, indemnity

9.1 Irrespective of the contractual claims for defects, the Supplier shall indemnify Garant against all claims by third parties upon first request which are attributable to defects in the service object for which the Supplier is responsible. This applies in particular to claims based on the culpable infringement of third-party intellectual property rights at the place of delivery and at the destination of the end product known to the Supplier.

- 9.2 If a claim is made against Garant for product liability, the Supplier shall indemnify Garant upon first request to the extent that the cause lies within the Supplier's sphere of control and organisation and the Supplier itself is directly liable in external relations.
- 9.3 As part of its indemnification obligation, the Supplier must reimburse expenses in accordance with Sections 683 and 670 of the German Civil Code (BGB) arising from or in connection with claims made by third parties, including recall campaigns carried out by Garant. Garant will inform the Supplier about the content and extent of recall measures – as far as possible and reasonable – and give the Supplier the opportunity to comment. Further legal claims remain unaffected.
- 9.4 The Supplier is obliged to take out appropriate liability insurance with extended product liability protection and to provide Garant with proof of coverage upon request.

10. Transfer

The awarding of orders by Garant to third parties is not permitted without the written consent of Garant and entitles Garant to withdraw from the contract and to assert claims for damages.

11. Provision of materials, contract work

- 11.1 Materials or parts provided by Garant to the Supplier remain the property of Garant and may only be processed in accordance with instructions. Garant's claim of ownership is such that the Supplier manufactures the goods to be manufactured for Garant on behalf of Garant and Garant remains the manufacturer within the meaning of the law. The parties agree that Garant will become (co-)owner of the new or converted item.
- 11.2 The Supplier shall store the items for Garant free of charge and shall provide replacement in the event of loss or depreciation. The Supplier bears the risk of loss and deterioration of the materials provided.
- 11.3 The Supplier is liable for damage it causes as a result of shrinkage, damage caused by negligence, use of inadequate technical means and faulty processing of the delivered material. Waste products (scrap, etc.) arising during processing re-

main the sole property of Garant and must be delivered without request when a profitable quantity accumulates.

12. Deliveries according to specifications, drawings and models from Garant

- 12.1 Garant reserves ownership or copyright of the drawings, standard sheets, printing templates, tools, moulds, profiles, models, gauges, etc. made available by Garant to the Supplier. The Supplier may not make these, or the goods manufactured according to them, accessible to third parties or use them for its own purposes or for advertising purposes without the express consent of Garant.
- 12.2 The Supplier is not entitled to use the documents and workpieces mentioned in Section 12.1 directly or indirectly as a basis for deliveries to third parties. The Supplier must keep the documents safe against unauthorised use and inspection and return them in full to Garant at Garant's request, unless otherwise agreed in writing, at the latest with the last delivery or, if negotiations do not lead to the conclusion of a contract, without being asked to do so. In this case, any copies made by the Supplier must be destroyed; the only exceptions to this are storage within the scope of statutory retention periods and the storage of data for backup purposes within the scope of normal data backup. This also applies if the Supplier has procured the special equipment and the like at its own expense and if Garant refuses to accept the goods due to late or defective delivery or is unable to arrange further orders due to lack of sales.
- 12.3 Violations shall oblige the Supplier to pay damages and shall entitle Garant to withdraw from the contract in whole or in part without compensation.
- 12.4 Items that have been developed or further developed in cooperation with Garant and the Supplier, as well as any manufacturing processes that may have resulted from this, may only be delivered to Garant or used for Garant's purchases. This also applies after a possible termination of the business relationship.
- 12.5 Moulds, tools etc. that Garant makes available to the Supplier or that are manufactured in whole or in part at Garant's expense remain the property of Garant or pass into the property of Garant upon completion, including the design documents. The Supplier must, at its own expense, mark these as the property of Garant, maintain them, insure them at replacement value against fire, water and theft damage, use them only for the purposes of the contract and store them carefully.

The Supplier hereby assigns to Garant all claims for compensation arising from this insurance; Garant hereby accepts the assignment. The Supplier must notify Garant of any incidents immediately; if it negligently fails to do so, claims for damages remain unaffected. The Supplier is obliged, upon request, to return the items to Garant in proper condition if they are no longer required by it to fulfil the contracts concluded with Garant.

- 12.6 The right of disposal for order-related production facilities, their modification, shared use or destruction remains exclusively reserved to Garant. This applies accordingly to production facilities provided by Garant. In the event of production difficulties, cessation of production and price differences compared to the competition to the detriment of Garant, Garant is entitled to demand the free transfer of the manufacturing facilities paid for in whole or in part by Garant. The Supplier is fully liable for any damage, loss or destruction. The above applies accordingly to print orders. Manuscripts and printing materials provided by Garant for production must be handled with care and, unless otherwise requested, must be returned without request after printing has been completed.

13. Subcontractors, product safety and quality management

- 13.1 All obligations arising from the contract must be fulfilled by the Supplier itself. The engagement of a subcontractor is only permitted with the prior written consent of Garant.
- 13.2 The Supplier must manufacture the service object taking into account the respective quality, environmental, energy and safety regulations applicable to its manufacture by the Supplier. The Supplier undertakes to comply with the Product Safety Act (ProdSG) and all ISO, EN, DIN and VDE regulations, insofar as these are applicable to the manufacture of the service object at the respective place of manufacture.
- 13.3 In order to ensure the quality of its products, the Supplier undertakes to establish, implement and maintain an effective quality management system, to subject it to continuous optimization and constant improvement and to use only appropriate procedures.

- 13.4 Unless otherwise agreed between the parties, the place of manufacture for the ordered delivery must be in the country in which the Supplier is established. Exceptions require the written approval of Garant.
- 13.5 Garant has the right to monitor the Supplier's production progress. For this purpose, Garant may enter the Supplier's premises during normal business hours after prior notification with reasonable notice.
- 13.6 Garant has the right, after prior notification with reasonable notice, to check at the Supplier's factory during normal business hours before delivery to a reasonable extent whether the delivery item conforms to the contract. The reasonable costs of this operation will be borne by Garant itself if they are in accordance with the terms of the contract. Otherwise, the costs shall be borne by the Contractor, but only to the extent that they were caused by the discovery of the defective delivery items. In the event of an ad hoc investigation by Garant (particularly in the event of defective partial deliveries), the Supplier shall bear the costs of the investigation.
- 13.7 Garant's rights to defects and warranty remain unaffected by an inspection in accordance with Sections 13.5 and 13.6.

14. Customs and foreign trade law

- 14.1 Delivery notes, waybills and invoices must always show the complete order numbers and article numbers. In addition, the customs tariff number and the corresponding country of origin must be specified for each order item.
- 14.2 The Supplier will assist Garant in complying with foreign trade and customs regulations, in particular with the import and export of the Supplier's products (including modifications or as part of other products). Upon request, the Supplier must provide Garant with long-term supplier declarations, certificates of origin and movement certificates for the products delivered. Section 14.5 remains unaffected.
- 14.3 The Supplier will inform Garant in writing as soon as possible before the delivery date about any approval requirements for its goods under applicable German, European (EU), customs and foreign trade law as well as the export, customs and

foreign trade law of the country of origin of its goods. In particular, the Supplier shall inform Garant if an export of the service or delivery it provides is excluded or requires approval under the relevant export regulations of the Federal Republic of Germany or the European Union.

The Supplier shall provide the following information and data:

- the statistical commodity code (HS/CN code);
- the country of origin (free trade / non-preferential origin),
- Supplier certificates with preferential origin (for EU suppliers)
- Preferential certificates (for non-EU suppliers);
- All further information and data required by Garant for export and import as well as for resale in the event of re-export of the goods. (e.g. packaging dimensions, weight, etc.)

14.4 The Supplier will immediately inform Garant in writing of any changes to the above information and data.

15. Confidentiality, intellectual property rights

15.1 Garant reserves ownership and copyright to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual service and returned to Garant after completion of the contract. The documents must be kept confidential from third parties, even after termination of the contract. The obligation of confidentiality shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.

15.2 Furthermore, the Supplier is obliged to treat all information obtained in connection with the execution of the contract as confidential, not to use it for its own or third-party purposes outside this contract, nor to make it accessible to third parties. This applies during the term of this contractual relationship and after its termination. The Supplier will also impose this confidentiality obligation, including the prohibition on use, on its employees and other agents. Further confidentiality obligations under any confidentiality agreement or development contract concluded between the parties remain unaffected.

15.3 The obligation to maintain confidentiality and not to use the information communicated shall not apply if and to the extent that the information (i) was already known to the Supplier prior to communication by Garant, (ii) is or becomes public knowledge at the time of conclusion of the contract, (iii) is made available to the Supplier by an authorised third party or (iv) must be disclosed to a competent authority, to a competent court or due to a legal obligation, provided that the Supplier, to the extent legally permissible, first notifies Garant promptly in order to allow Garant to object to this obligation before disclosure.

16. Retention of title

The Supplier's retention of title shall only apply insofar as it relates to Garant's payment obligation for the respective products to which the Supplier reserves title. In particular, extended or prolonged retention of title is not permitted.

17. Final provisions

17.1 German law applies to the exclusion of the UN purchase law.

17.2 The place of jurisdiction for all legal disputes in connection with this contract is Lahr. Garant is also entitled to assert the claims at the general place of jurisdiction of the Supplier.