

## Conditions of Purchase

As of: May, 2026

### I. Scope

- (1) These Conditions of Purchase apply exclusively to all orders placed by the following companies:
  - MINDA Industrieanlagen GmbH, Hans-Böckler-Str. 24, D-32423 Minden,
  - MINDA GmbH, Enzer Str. 121, D-31655 Stadthagen,
  - MINDA Industrieanlagen GmbH, Arneburger Str. 37 n, D-39590 Tangermünde,
  - HOWIAL GmbH & Co. KG, Grüninger Weg 50-52, D-35415 Pohlheim,(hereinafter jointly referred to as "MINDA").

The following Conditions of Purchase shall apply exclusively. They apply to both manufacturing suppliers and service providers. Any additions to or sales conditions of the contractor deviating from these Conditions of Purchase shall apply only if they have been confirmed by MINDA in writing. The same shall apply to any amendments to these conditions. The unconditional acceptance of deliveries, their payment, or any other silence regarding deviating sales conditions of the contractor shall not, even if MINDA is aware of such conditions, constitute acceptance of those conditions on our part. An express rejection of deviating conditions of the contractor shall not be required.

- (2) All agreements between MINDA and a supplier concerning the execution of a contract must be confirmed in written form to become effective.
- (3) In the case of ongoing business transactions these general terms and conditions of purchase likewise apply to future transactions unless differing terms are not explicitly agreed upon.
- (4) The contractual partners are required to pass on the sustainability standards set forth herein to their employees as well as to their own suppliers. In addition, MINDA expects the contractual partners to comply with all applicable rules and laws. The reference frameworks are the Declaration of Human Rights as well as the Global Compact of the United Nations, the Guidelines for Multinational Enterprises of the Organization for Economic Development and Cooperation (OECD) and the conventions of the International Labor Organization (ILO). The same provisions on labor standards, business ethics, environmental protection and safety apply to MINDA in its own operational practices.

### II. Conclusion of contract

- (1) MINDA is committed to a binding order for 14 days.
- (2) The complete or partial allocation of deliveries and services to a third party is only possible with MINDA's prior written consent.
- (3) Orders, requests for delivery of goods ordered, supplements and amendments thereto may also be effected by data transmission or by machine-readable data carriers.
- (4) Visits or preparation work for quotations, projects etc. by the supplier are free of charge for MINDA. Cost estimations are binding and free of charge unless explicitly agreed otherwise.
- (5) MINDA may request for a modification of the delivery and performance even after signing the contract provided this is reasonable for the supplier. With this amendment to the contract both parties have to give appropriate consideration to the consequences, particularly with regard to increased or reduced costs and delivery dates.

### III. Prices and terms of payment

- (1) The agreed prices are fixed prices. Price adjustment clauses of the supplier will not be accepted. The same applies to long-term contracts for deliveries. Price increases must be individually agreed upon and in writing.
- (2) Unless otherwise agreed all prices are to be understood DAP MINDA Minden / Stadthagen / Tangermünde.
- (3) Inasmuch as the German Federal Act on Curbing Illegal Activity in the Building Trade of 30th August, 2001 applies MINDA will deduct 15 % of the gross amount invoiced by the supplier and will forward this to the respective tax office. This will not be the case if the supplier submits a valid exemption certificate to MINDA which must be in accordance with §48 b of the EstG (German Federal Income Tax Act) at the time of payment. For this purpose the supplier shall inform MINDA immediately after signing the contract of the tax number, the appropriate tax office and address thereof as well as the bank details of the tax office.
- (4) Unless otherwise agreed the term of payment is 90 days. If the invoice is settled within 14 days then a 3 % discount may be deducted. The term of payment commences from the time when the invoice as well the deliveries are accepted by MINDA respectively the services rendered.
- (5) Insofar as material testing is agreed the respective certificates are an essential part of the delivery and must be sent to MINDA together with the delivery.
- (6) Payments are deemed neither an acknowledgement of proper contractual performance or that the product or the rendered service is impeccable nor is it an acknowledgement of due and proper invoicing.
- (7) MINDA is not in default with payment until MINDA has received a written reminder from the supplier.

### IV. Set-off, right of retention & non-assignment

- (1) With regard to the assertion of offsetting and retention rights, we are bound by the statutory regulations. The contractor is only entitled to offsetting and retention rights if his counterclaims have been legally established, are undisputed or have been recognised by MINDA.
- (2) Claims of the contractor against MINDA may only be assigned with our prior written consent.

### V. Delivery and transfer of risk

- (1) Delivery shall be made DAP Minden / Stadthagen / Tangermünde. The objects intended for delivery are to be properly packed by the contractor at his own expense. Environmentally friendly packaging materials are to be preferred. Damage, loss and other disadvantages resulting from non-observance of this regulation are to be borne by the contractor. Unless otherwise agreed, transport packaging is to be taken back free of charge.
- (2) When the delivery item is delivered to the delivery address, the consignment is accompanied by a delivery note which shows the order number, order date, quantity and MINDA material number. The values determined by MINDA during the incoming goods inspection are decisive for quantities, weights and dimensions.
- (3) The agreed delivery date is binding. Deviations from this require prior written consent.
- (4) If agreed deadlines are not met, the statutory provisions shall apply. Notwithstanding the provision in V.3, the Contractor is obliged to notify the ordering departments at MINDA immediately in writing of any foreseeable delays in delivery.
- (5) Unconditional acceptance of the delayed delivery or service shall not constitute a waiver of claims for compensation.
- (6) The Contractor can only invoke the absence of necessary documents to be supplied by MINDA if he has sent a written reminder and has not received the documents within a reasonable period.

### VI. Invoicing

- (1) The invoice must contain precise details, in particular regarding quantity, order number and date as well as the MINDA material number, insofar as it is known to the contractor. It is to be sent to the invoice address stated in the order and not enclosed with the consignments.

### VII. Transfer of ownership

- (1) In the case of retention of title, ownership of the delivery items is transferred to MINDA at the latest upon payment. Further reservations of title are excluded.

## VIII. Force majeure

- (1) Each party shall be entitled to suspend its contractual obligations to the extent that such performance is made impossible or unreasonably difficult due to force majeure, including, but not limited to labour conflicts and all circumstances beyond the control of the parties, such as fire, war, general mobilisation, insurrection, requisition, seizure, embargo, restrictions in energy consumption, foreign exchange and export restrictions, epidemics, pandemics, natural disasters, extreme natural events, acts of terrorism and defective or delayed deliveries by subcontractors due to the circumstances listed here. If a circumstance listed in clause VIII. occurs or after conclusion of the contract, it shall only be entitled to discontinue the contract to the extent that its effects on the fulfilment of the contract were not foreseeable at the time of conclusion of the contract.
- (2) The party invoking force majeure must inform the other party immediately and in writing of the occurrence and end of such a circumstance. If one party fails to give such notice, the other party shall be entitled to claim compensation for all additional costs incurred by it due to the fact that it has not received such notice. If force majeure prevents the buyer from fulfilling his contractual obligations, he shall compensate the contractor for the costs incurred in securing and protecting the work.
- (3) Irrespective of all effects stipulated in these Terms and Conditions of Purchase, each party shall be entitled to withdraw from the contract by written notification to the other party if the cessation of performance of the contract pursuant to clause VIII lasts for more than six months.

## IX. Quality

- (1) The Contractor warrants that the contractual deliveries and services comply with the agreed technical data, are made of the agreed materials or materials specified in the documentation, are free from material and manufacturing defects, fully perform the agreed functions and are not afflicted with defects that cancel or reduce the value or suitability for the normal use or the use presupposed according to the contract. If no materials have been agreed, the contractual deliveries and services shall be in accordance with the respective applicable statutory and official regulations, the accident prevention regulations, the recognised quality regulations and the latest state of the art.
- (2) Prior to delivery, compliance with the aforementioned requirements must be checked by the contractor by means of suitable, state-of-the-art quality testing and MINDA must be provided with evidence of this.
- (3) The contractor shall carefully examine the documents sent to him for the execution of the contract. If there are any indications that the scope of the delivery agreement cannot be adhered to in whole or in part or that the purpose of the order cannot or will not be achieved in whole or in part, the Contractor must inform us in detail of these concerns before commencing the execution work.
- (4) The Contractor shall conclude a corresponding quality assurance agreement with MINDA, insofar as we consider it necessary.

## X. Claims for material defects and defects of title

- (1) The statutory provisions shall apply to material defects and defects of title, unless otherwise provided below.
- (2) Any notices of defects due to deviations in quality or quantity must be made within 2 weeks of delivery, in the case of hidden defects within the same period after their discovery.
- (3) In the event of defects in the contractual deliveries and services, regardless of whether they are immediately or only later recognisable, MINDA is entitled to the full statutory claims. As supplementary performance, we can demand, at our discretion, either the removal of the defect or a replacement delivery. In this case, the contractor must bear the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs. He may refuse the type of subsequent performance chosen by MINDA if it is only possible at disproportionate cost. In the event of failure of the supplementary performance, we are entitled to reduce the purchase price, to withdraw from the contract and - if the contractor is responsible - to demand compensation instead of performance.
- (4) If, as a result of a defective delivery, an overall inspection exceeding the usual extent of the incoming goods inspection becomes necessary, the contractor shall bear the costs for this.
- (5) If only parts of an overall delivery are defective, we shall be entitled to withdraw from the overall delivery after we have set the contractor a period of grace to remedy the defect or to effect proper delivery or performance and the contractor's efforts to this end have been unsuccessful.
- (6) The limitation period for material defects in deliveries and services shall be 2 years from the transfer of risk, unless the item has been used for a building in accordance with its usual use and has caused its defectiveness. In this case it shall be 5 years. In the event of defects of title, the contractor shall indemnify MINDA against any claims by third parties. The regular limitation period of §§ 195, 199 BGB applies to defects of title.
- (7) In cases in which, due to urgency, it is not possible to inform the Contractor of the defect or impending damage and to set a deadline for supplementary performance, as well as in other cases after the unsuccessful expiration of a reasonable deadline set by MINDA for the fulfilment of the warranty obligation, we can remedy the identified defects ourselves or have them remedied at the expense of the Contractor.

## XI. Liability and insurance

- (1) The contractor shall be liable within the scope of the statutory provisions.
- (2) Insofar as the cause of a product damage was set in the control and/or organisational area of the contractor and we are held liable for damages by third parties, the contractor shall indemnify MINDA from the claim upon first request.
- (3) Within this framework, the contractor is obliged to reimburse any expenses arising from or in connection with a recall action carried out by MINDA. We will inform the contractor in advance of the content and scope of the recall measures to be carried out and give him the opportunity to comment, provided there is no urgency and this is possible and reasonable.
- (4) In addition, the contractor shall insure itself against all risks arising from product liability, including the risk of recall, in an appropriate manner and in an appropriate amount and shall provide MINDA with proof of the conclusion of the insurance policy on request.

## XII. Withdrawal

As long as the contractor has not yet completely fulfilled his obligations, we are entitled to withdraw from the contract if:

- (1) the Contractor breaches an essential contractual obligation and does not remedy the breach of duty within a reasonable period of time despite being set a deadline;
- (2) an application is made for the opening of insolvency proceedings against the assets of the contractor or such proceedings are rejected for lack of assets;
- (3) the contractor suffers any other substantial deterioration of assets which endangers the fulfilment of the contract.

## XIII. Supplies, tools and devices

- (1) We reserve ownership of the materials, parts and tools provided by MINDA. They may only be used for the intended purpose.
- (2) The processing of materials and the assembly of parts is carried out for MINDA. We become co-owners of the products manufactured using our materials and parts in the ratio of the value of the materials provided to the value of the total product, which is stored by the contractor for MINDA.
- (3) If the materials or parts provided by MINDA are inseparably mixed with other objects not belonging to MINDA, we acquire co-ownership of the newly manufactured product in the ratio of the value of the materials provided to the total value of the mixed objects at the time of mixing. If the mixing is carried out in such a way that the object of the contractor is to be regarded as the main object, it is agreed that the contractor will transfer proportional co-ownership to MINDA; the contractor will keep the sole ownership or co-ownership in safe custody for MINDA free of charge.
- (4) Insofar as the contractor produces tools or production equipment at MINDA's expense, the production is carried out with the result that MINDA acquires ownership of the respective item.
- (5) The contractor is obliged to use the tools provided by MINDA or manufactured for MINDA exclusively for the production of the goods and services ordered by us. He is further obliged to insure the tools belonging to MINDA at replacement value at his own expense against fire, water, theft and other damage (e.g. by employees). The contractor shall have any necessary maintenance and inspection work carried out in good time at his own expense. The contractor must notify MINDA immediately of any malfunctions.
- (6) Tools provided by the contractor must be returned to MINDA by the contractor upon first request, at the latest upon termination of the business relationship.

## XIV. Rights of use and administration: property rights

- (1) The contractor grants MINDA the rights of use and exploitation of all goods and services provided for MINDA without additional remuneration, insofar as this is legally permissible.
- (2) The contractor guarantees and warrants that no rights of third parties are infringed by the production, distribution and use of the deliveries and services.
- (3) This obligation to assume liability does not apply if the deliveries and services have been provided exclusively in accordance with plans, documents or models provided by MINDA and he neither knew nor should have known that the production of the delivery or the performance of the services constitutes an infringement of rights in the aforementioned sense.

- (4) If the contractor is responsible for the infringement of industrial property rights in accordance with XIV (2) and if MINDA is held liable by a third party, the contractor shall indemnify MINDA from these claims upon first written request. The indemnification obligation of the Contractor relates to all expenses that MINDA incurs from or in connection with the claim by a third party.
- (5) Upon request, the contractor shall name all applications for industrial property rights which he uses in connection with the contractual deliveries and services. If the contractor detects an infringement of industrial property rights or industrial property right applications, he must inform MINDA immediately and without being asked.

## XV. Confidentiality and data protection

### (1) Confidentiality obligation

The Contractor undertakes to treat all information received from MINDA, which it has received or will receive directly or indirectly,

- to use it exclusively for the purpose resulting from the contract concluded and for its intended use
- not to make them accessible to third parties or, with express reference to this agreement, to make them accessible only to those who need them to fulfil their obligations under the contract
- to treat information as confidential and to take the same, but at least reasonable, care as with its own information, and to take the necessary and appropriate protective measures.

### (2) Scope of the confidentiality obligation

Confidentiality shall apply to all information and data ("Information"), whether oral or written, obtained directly or indirectly, in particular:

- all information which is expressly designated as secret or is recognisable as business or trade secrets,
- all technical information, especially product or development descriptions, sketches, prototypes, graphics and drawings, training documents, any software documents, software and software source code and other technical documents as well as manuals, technical procedures and processes and other know-how, especially technical knowledge,
- all information on existing or future legal positions, in particular rights of use and licence rights, licence rates, patents and patentable inventions, utility models, design patents, trademark rights and all other rights,
- all information about corporate strategies, schedules, goals and ideas as well as planned projects, distribution channels and commercial documents, especially sales, margins.

This passage does not establish any information obligations or claims to information. The information is provided free of charge, and no liability is assumed for the correctness, completeness or freedom from third-party property rights with regard to the information provided.

### (3) Safeguarding property rights

MINDA remains the owner of the information or the holder of the associated rights and industrial property rights. The contractor undertakes, subject to separate regulations, not to use the information without express prior written permission and not to make any property right applications based on the information. The non-disclosure agreement does not establish any licence or other rights of use.

### (4) Persons subject to confidentiality obligations

The obligation extends to all employees and agents, representatives or consultants, subcontractors and vicarious agents of the contractor who come into contact with the information, regardless of the nature and legal form of the business relationship. Insofar as this has not yet been done, the contractor undertakes to impose secrecy obligations on this group of persons which at least correspond to the present agreement. These agreements are to be designed in such a way that the obligation of secrecy also applies to the time after the termination of the corresponding contractual relationships, if and to the extent legally possible.

Affiliated companies (within the meaning of Section 15 of the German Stock Corporation Act (AktG)) are not considered to be third parties if they have also been subject to confidentiality obligations that are at least equivalent to the present agreement.

Persons may only be released from the obligation of confidentiality with the express written consent of MINDA.

### (5) Period of application, exceptions to the obligation of confidentiality

This non-disclosure agreement shall come into force upon entry into force of the contract for a period of 2 years. The obligation to maintain confidentiality of the information obtained shall continue to apply beyond the term of this confidentiality agreement for further 2 years.

The obligations under this clause XV. do not or no longer apply to information which

- are manifestly or generally known or have become known,
- already existed or were developed independently of a transmission, or
- have been obtained from third parties without breach of a confidentiality obligation
- must be disclosed due to a legal regulation or a court or official order, whereby prior to disclosure MINDA must be given the opportunity to blacken or otherwise protect information not affected by the regulation or order

### (6) Obligation to return and delete information

After termination of the business relationship or if this agreement is ineffective, the contractor is obliged to return all information immediately on request. Electronic data carriers containing information subject to secrecy must be deleted or destroyed. Information contained in routinely electronically stored non-operational back-ups is exempt from this obligation if this would only be possible at disproportionate expense. This also applies to information that must be retained for legal requirements and/or documentation purposes.

Rights of retention cannot be asserted. Upon request, the Contractor shall confirm in writing the complete return or destruction or deletion or state which information has not been returned or deleted for the above-mentioned reasons.

### (7) MINDA is entitled to store and process all data on the contractor received in connection with the execution of the contract in compliance with the provisions of the respectively valid laws and regulations.

## XVI. Spare parts supply

- (1) For those parts without which an intended use of the deliveries and services is not possible without increased expenditure, the contractor shall keep spare parts available at his own expense for a period of at least 10 years from the date of delivery or ensure a corresponding supply, insofar as this is reasonable.
- (2) The Contractor shall offer MINDA, within a reasonable period of time before the intended end of the period within which it must ensure the supply of spare parts in accordance with XVI (1).

## XVII. Environmental standards and product safety

(1) Environmental responsibility: Suppliers shall act in accordance with the precautionary principle with regard to the environmental impact they or their business partners may cause, take initiatives to promote environmental responsibility, and promote the development and use of environmentally friendly technologies.

(2) Environmentally friendly production: Optimal environmental protection and the minimization of environmental pollution shall be ensured at all production stages. This includes the prevention of accidents that may have a negative impact on the environment, the application and further development of energy and water-saving technologies, emission reduction strategies, reuse and recycling, and the promotion of environmentally conscious behavior among employees.



(3) Environmentally friendly products: All products manufactured along the supply chain must meet the environment protection standards of their market segment. This includes the complete product life cycle and all materials used. Chemicals and other substances that may be dangerous if released into the environment must be identified. A hazardous substance management must be established for them so that they can be safely handled, transported, stored, recycled or reused, and disposed of.

(4) Compliance with substance prohibitions: With respect to chemicals and substances that may be contained in products supplied to MINDA, the prohibition of heavy metals and the requirements of Regulation (EC) 1907/2006 (REACH) and the RoHS Directive must be complied with in particular. The REACH regulation obliges suppliers of products to inform about substances in these products that have been identified as Substances of Very High Concern (SVHC). Article 33 (1) REACH states that suppliers of products must inform the purchasers of these products about SVHC contained in a concentration of more than 0.1 percent by mass (w/w). In doing so, the supplier must provide MINDA with the information available to him that is sufficient for the safe use of the product, but must at least provide the name of the substance in question. All substances identified as SVHC are listed in the so-called candidate list (see website of the European Chemicals Agency (ECHA): [www.echa.europa.eu/candidate-list-table](http://www.echa.europa.eu/candidate-list-table)), to which new substances are usually added twice a year. Contractors must inform MINDA, as the recipient of an article containing a newly identified SVHC above 0.1% (w/w), without delay as soon as the substance is added to the candidate list.

(5) Air Pollution Control and CO2 Emissions Reduction: Suppliers undertake to comply with existing air pollution control requirements and to minimize in particular the reduction of CO2 emissions in line with nationally and internationally agreed reduction targets.

(6) Animal Welfare: Suppliers shall ensure that applicable laws and regulations on animal welfare are complied with in the context of their business activities and their business relationship with MINDA.

(7) Product quality and safety: All products and services must meet the contractually defined criteria for quality and active and passive safety upon delivery and must be safe to use for their intended purpose.

## **XVIII. Labor Standards**

(1) Compliance with human rights: Suppliers are required to respect internationally recognized human rights and to promote their observance. In all business activities within their sphere of influence, they shall ensure that they themselves, their suppliers, subcontractors and personnel service providers do not commit or participate in human rights violations.

(2) Free choice of employment: Forced or compulsory labor shall not be permitted. Employees must have the freedom to terminate the employment relationship with reasonable notice.

(3) Prohibition of child labor: Child labor may not be used in any phase of production or processing. Suppliers are required to comply at least with the ILO conventions on the minimum age for admission to employment and on the prohibition of child labor. Children must not be hindered in their development. Their safety and health must not be impaired.

(4) Prohibition of discrimination: Suppliers undertake to maintain equal opportunities in employment and to refrain from any discrimination. Discrimination against employees on the basis of nationality, descent, skin color, religion, ideology, political and trade union activity, gender, sexual orientation, age, disability, illness or pregnancy must not take place.

(5) Freedom of Association / Collective Bargaining: Suppliers shall maintain the freedom of association and the effective recognition of the right to collective bargaining. The contractual partners shall ensure that employees can openly discuss working conditions with the company management without having to fear disadvantages. The right of employees to join together, join a trade union, appoint a representative and be elected to such a union shall be respected.

(6) Wages / Social Benefits and Hours of Work: The Contractor ensures a steady and timely payment to its employees in the amount of the general state minimum wage per hour pursuant to the current Wage Adjustment Ordinance (Lohnanpassungsverordnung) in accordance with the German Minimum Wage Act (MiLoG). If subcontractors are used, the Contractor undertakes to ensure that they also contractually undertake to pay the current general state minimum wage per hour worked in accordance with the German Minimum Wage Act (MiLoG) and to include a corresponding obligation on their part in the contract. The Contractor shall be obliged to keep regular monthly records of the payment of the general state minimum wage per hour worked in accordance with Section 17 MiLoG. The Customer shall be entitled to check these verifications after prior notice. The Contractor shall be obliged to check its subcontractors accordingly. The Contractor shall be obliged to select reputable and known subcontractors. Within the scope of this agreement, the Contractor shall assume the costs for any recourse against the Client pursuant to Section 13 of the German Minimum Wage Act (MiLoG) and all related costs including possible fines pursuant to Section 21 of the German Minimum Wage Act (MiLoG). The Principal shall have the right to terminate the Agreement without notice in the event of a violation by the Contractor of the Minimum Wage Act and/or the Contractor's obligations agreed in this context.

(7) Health and safety: As an employer, the Supplier shall ensure safety and health protection in the workplace, at least within the scope of the respective applicable national provisions and shall support continuous further development to improve working conditions.

## **XIX Business Ethics Standards**

(1) Anti-Corruption and Compliance: The highest level of integrity is expected in all business activities and relationships. Suppliers are required to refrain from any form of fraud or disloyalty, insolvency offenses, corruption, granting of advantages, bribery or corruptibility. Contract partners are required to comply with all laws and regulations applicable to their business activities and their business relationship with MINDA.

(2) Fair competition: Laws protecting and promoting competition, in particular anti-trust laws, shall be complied with. Suppliers shall respect fair competition and comply with the prohibition of verbal agreements with competitors and other actions that impede the free market.

(3) Avoiding Conflicts of Interest: Suppliers are required to make decisions in dealing with business partners solely on a factual basis and not to allow themselves to be influenced by personal and own financial interests.

(4) Safeguarding business secrets: Suppliers must ensure that all commercial and technical details, including those which are not obvious, which become known to them through the business relationship are treated as trade secrets.

## **XX. Place of fulfilment**

- (1) Place of performance is the contractually agreed delivery address.

## **XXI. Place of jurisdiction and applicable law**

- (1) All legal relationships between MINDA and the contractor are governed exclusively by the law of the Federal Republic of Germany applicable to legal relationships between domestic parties.
- (2) The place of jurisdiction is the court responsible for the registered office of MINDA.