



General Terms and Conditions of Purchase of New Loaded Energy GmbH for the Purchase and Receipt of Other Services

As of March 2026

1. Scope

1.1 These General Terms and Conditions of Purchase apply to companies within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, and special funds under public law.

1.2 We order deliveries and services to us exclusively under these General Terms and Conditions of Purchase. We do not recognize any conflicting or deviating terms and conditions of the contractor unless we have expressly agreed to their validity in writing. Our General Terms and Conditions of Purchase shall also apply if we receive and accept deliveries or other services without reservation in the knowledge that the contractual partner's terms and conditions conflict with or deviate from our General Terms and Conditions of Purchase.

1.3 Our general terms and conditions of purchase shall also apply to all future deliveries and services to us until our new general terms and conditions of purchase come into effect.

2. Offer and conclusion of contract

2.1 Offers made to us are free of charge. This also applies if their preparation and clarification of feasibility involve expenditure.

2.2 We are bound to our order for two weeks from receipt by the supplier. Our order to a supplier from whom we have already received deliveries or services is deemed accepted if the supplier does not object within 14 days.

2.3 If we contest our declaration of intent due to an error or incorrect transmission, our liability shall lapse in accordance with Section 122 (1) of the German Civil Code (BGB).

2.4 We reserve ownership rights and copyrights to our illustrations, drawings, calculations, and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for the production the basis of our order; after completion of the order, they must be returned to us unsolicited. They must be

kept secret from third parties. For more details, see the section "Confidentiality".

2.5 Verbal side agreements are only valid if we have confirmed them in writing.

2.6 If, during the execution of the contract, it becomes apparent that deviations from the originally agreed specification are necessary or expedient, the supplier must notify us of this in writing without delay. We will then inform the supplier whether and, if so, what changes the supplier must make to the original order. If this results in changes to the costs incurred by the supplier in the performance of the contract, both we and the supplier are entitled to demand a corresponding adjustment to the remuneration to which the supplier is entitled. The previous calculation bases shall be decisive in this regard.

2.7 We may also demand changes to the service after conclusion of the contract, provided this is reasonable for the supplier. In the event of such a contract amendment, both contractual partners shall take appropriate account of the effects, in particular with regard to additional or reduced costs and delivery dates. If a price agreement for the changed service cannot be reached, the supplier shall nevertheless be obliged to provide the changed service; in return, the supplier shall be entitled to appropriate remuneration, the calculation basis for which shall correspond to that of the original contract.

3. Prices, terms of payment, default interest

3.1 The price stated in the order is binding. A subsequent increase is excluded unless we agree to it. The price includes transport costs, customs duties, and any other public charges, as well as packaging for delivery free of charge to us. The return of packaging requires a special agreement; otherwise, there is no right of return.

3.2 Our prices are exclusive of the VAT applicable on the day of delivery.

3.3 We can only process invoices if they state the order number as specified in our order; the supplier is responsible for any consequences arising from non-compliance with this obligation. We shall not be in default of payment if the necessary invoice details are not provided.



3.4. Unless otherwise agreed in writing, we shall pay the purchase price within 60 days of delivery and receipt of the invoice, net. All payments are subject to invoice verification; in the event of subsequent complaints about the invoices, we shall be entitled to a refund. If we pay within 14 days of receipt of the invoice, the supplier shall grant us a 3% discount. the supplier shall grant us a 3% discount.

3.5. We shall only be in default of payment after the due date and a reminder. In the event of our default in payment, the supplier may charge default interest of up to 4%.

4. Delivery time, contractual penalty

4.1. The delivery dates specified in our order are binding and form an essential part of the contract. Delivery periods begin upon receipt of the order. The date of receipt of the goods by us or the agreed recipients shall be decisive for compliance with the delivery period or delivery date.

4.2. If the supplier has not met the agreed delivery date and we have set him a reasonable deadline for delivery without success, we shall be entitled, at our discretion, to withdraw from the contract in whole or in part and/or to claim damages in lieu of performance.

4.3. The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him which indicate that the agreed delivery time cannot be met.

4.4. The unconditional acceptance of a delayed delivery or service does not constitute a waiver of our rights due to the delay.

4.5. If the supplier is in default of delivery, we shall be entitled to demand a contractual penalty of 0.5% per week or part thereof. The contractual penalty shall be limited to 5% of the total order value of the delivery. We may assert the reservation stipulated in § 341 (3) BGB until full payment of the service has been made.

. The contractual penalty does not exclude further claims for damages.

5. Delivery, transfer of risk, acquisition of ownership, documents

5.1. Delivery and shipping shall be at the supplier's risk, free of charge to our business address or the delivery location specified by us. The risk shall only

pass to us upon receipt of the goods. In the case of a contract for work and materials in which acceptance has been agreed, the risk shall only pass upon acceptance. If the supplier is obliged to install or assemble the goods at our premises without acceptance having been agreed or prescribed, the risk shall only pass to us upon commissioning.

5.2. Ownership shall pass to us upon receipt of the goods.

5.3. The supplier shall bear the costs of packaging, freight, and insurance. If delivery ex works has been agreed in individual cases, the supplier shall ensure the most favourable shipping for us and the legal declaration (of the value of the goods). In this case, too, the supplier shall be liable for transport damage.

5.4. The supplier is obliged to state our order number exactly on all shipping documents and delivery notes; if they fail to do so, delays in processing are unavoidable, for which we are not responsible.


6. Defects, liability for defects, product defects

6.1. The supplier guarantees that the delivery or service complies with the latest state of the art, the relevant technical standards, the relevant guidelines of professional associations, the intended purpose, the relevant legal provisions, and the regulations of the professional associations, and does not infringe any third-party rights.

6.2. The supplier guarantees that all delivered items are its full property and that no other rights of third parties (such as liens, other creditor positions from assignment of claims or other credit securities, sale of claims, hire purchase, conditional sale, etc.) exist.

6.3. We are entitled to the statutory claims for defects and performance disruptions without restriction. We are entitled to demand that the supplier remedy the defect or provide a replacement delivery at our discretion. The supplier shall bear all costs of remedying the defect or providing a replacement delivery. The supplier shall bear all costs incurred by us as a result of a defect (in particular transport transport costs, material costs, labor costs, quality control costs). This includes legal and litigation costs.

6.4. If defects occur, it shall be assumed that the defect was already present at the time of delivery. This shall not apply if this assumption is incompatible



with the nature of the item or the defect. The supplier shall be free to provide counterevidence with regard to this assumption.

6.5. Our incoming goods inspection is limited to externally visible damage and the quantity and identity of the goods. We shall notify the supplier of any defects found during the incoming goods inspection described above within 10 working days of receipt. We shall notify the supplier of any defects that were not apparent during such an inspection within a period of 10 working days of becoming aware of them. The timely dispatch of the notice of defects to the supplier shall suffice to meet the deadline.

6.6. In the case of delivery of a large number of identical items (e.g., series parts, consumables), the incoming goods inspection is limited to random samples (order of magnitude: square root of the quantity of parts). If individual random samples are defective, we may, at our discretion, demand that the supplier sort out the defective items, have them sorted out at the supplier's expense, or assert claims for defects for the entire delivery. It is not necessary to count the individual items upon receipt of goods; in this respect, we may rely on the information in the delivery note, provided that the deviation is not obvious.

6.7. If we fail to give notice of defects in good time, this does not mean that the goods have been approved. This does not apply if the defect was obvious to us.

6.8. Acceptance of the delivery or service, its processing, payment, and reordering does not constitute approval of the delivery or a waiver of claims for defects on our part. This does not apply if the defect was obvious to us.

6.9. If the supplier does not immediately remedy defects at our request, we shall be entitled in urgent cases, in particular to avert a present danger or to avoid greater damage, to remedy the defects ourselves or have them remedied by third parties. If we remedy the defects ourselves in such a case, the supplier shall bear the costs at our usual sales prices. Further claims remain unaffected.

6.10. If the delivery or service is defective or faulty, the supplier shall bear all consequential costs incurred

by us in connection with the defect or fault. This applies in particular to transport costs, travel costs, labor costs, material costs, and any necessary removal and installation costs.

6.11. The supplier shall ensure the traceability of the goods delivered by him. In the event of defects or product faults, it must be possible to trace the affected goods in order to limit the scope of the defect. In the event of liability for defects or product liability, the supplier shall bear all costs and other disadvantages resulting from the lack of traceability. The supplier shall not be entitled to invoke the statute of limitations if the delivery of the affected quantity of goods cannot be limited in time due to a lack of traceability; however, the supplier is free to prove that the warranty has nevertheless expired.

6.12. Claims for defects shall become time-barred after 36 months. This shall not apply if the law prescribes longer periods, e.g. in Section 438 (1) No. 2 BGB (items for buildings), Section 479 (1) BGB (right of recourse) and Section 634 a BGB (construction defects). The limitation period shall be suspended as long as the goods are with the supplier or its agent for inspection or repair, or as long as any other service is being examined.

6.13. If the goods are intended for installation in a machine, system, or parts thereof that we deliver to customers, the limitation period shall not commence until delivery to our customer, but no later than 12 months after delivery by the supplier to us.

6.14. If the supplier fulfills its warranty obligation, the warranty period shall recommence upon installation or delivery of replacement parts or repair.

6.15. The supplier shall indemnify us against all claims asserted against us by third parties due to defects or faults in the goods. The indemnification obligation is limited to the statutory scope of such claims.

6.16. If we have concluded a quality assurance agreement with the supplier, the provisions therein shall remain unaffected by these general terms and conditions of purchase.

7. Product liability, indemnification, liability insurance

7.1. We are entitled to the supplier's full legal liability. Further contractual claims remain unaffected.

7.2. In the event of product liability, the supplier shall indemnify us against claims for damages by third parties insofar as it is responsible for a product defect. The latter shall be presumed if the cause lies within the supplier's sphere of control and organization. The supplier shall be free to provide evidence to the contrary. The indemnification pursuant to sentence 1 shall be made upon first request, insofar as the damage was caused by an item delivered by the supplier. The supplier's liability shall include all expenses incurred by us in connection with the product liability case; this applies in particular to recall campaigns and legal costs.

7.3. In cases of fault-based product liability, the above paragraph shall only apply if the supplier is at fault. Fault shall be presumed if the cause of the defect lies within the supplier's sphere of responsibility. The supplier shall be free to provide evidence to the contrary.

7.4. The supplier undertakes to maintain product liability insurance with a sum insured of EUR 5 million per personal injury/property damage - on a flat-rate basis with sufficient temporal coverage; if we are entitled to further claims for damages, these remain unaffected. We may demand proof of insurance from the supplier.

8. Property rights

8.1. The supplier guarantees that no third-party property rights within the Federal Republic of Germany are infringed in connection with its delivery or service; this applies in particular to patents, utility models, copyrights, and licenses. The guarantee includes the obligation to obtain consent or approval for the use and application of the infringed property right and for delivery at its own expense. Liability also includes all other damages in connection with the infringement of property rights. It also includes legal and litigation costs.

8.2. The supplier shall indemnify us and our customers against claims by third parties in connection with infringements of property rights by the supplier. The supplier's indemnification obligation shall cover all expenses necessarily incurred by us as a result of or in connection with claims by third parties.

9. Ownership of parts and tools provided

9.1. If we provide parts to the supplier for processing (in particular, deliver them or have them deliv-

ered), we reserve title to them. Any statutory or contractual lien of the supplier on parts provided is excluded. Processing or transformation by the supplier shall be carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to our value contribution.

9.2. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to its value. If the mixing is carried out in such a way that the supplier's item is to be regarded as the main item, the supplier shall transfer co-ownership to us in proportion to its value.

The supplier shall hold the sole ownership or co-ownership in safekeeping for us.

10. Confidentiality

10.1. The supplier is obliged to keep all business information received from us strictly confidential. This information includes, in particular, technical data, illustrations, drawings, calculations, and commercial data such as purchase quantities, prices, schedules, and information about our customers' products and projects.

10. The confidentiality obligation includes in particular

- a) protection against unauthorized access by all persons who are not involved in the processing of our order (whether internal or external persons) and
- b) requiring employees working for us to sign a written confidentiality agreement.

10.3. The confidentiality obligation shall also apply after completion of the respective order. Upon termination of the contract or at our request, the supplier must immediately hand over all information to us or, if this is not possible, delete it. This shall not apply if the supplier urgently needs the information to assert rights against us.

10.4. The confidentiality obligation does not apply or ends if

- a) the information in question is public knowledge or becomes so without any breach of duty on the part of the supplier,
- b) the supplier has lawfully obtained the information from an authorized third party, whereby the supplier bears the burden of proof for the lawfulness, or
- c) the information has already become known to the supplier in a lawful manner prior to disclosure by us;



here too, the supplier bears the burden of proof for the lawfulness.

11. Offsetting, right of retention, assignments

11.1. We are entitled to set-off and retention rights without restriction to the extent permitted by law.

11.2. The supplier may only offset against an undisputed or legally established counterclaim.

11.3. The supplier shall only be entitled to a right of retention if it exists on the basis of the same contractual relationship.

11.4. The assignment of claims against us shall only be effective with our written consent. This shall not apply to assignments to a credit institution for the purpose of securing business loans or for the agreement of an extended retention of title.

12. Choice of law, place of performance, place of jurisdiction

12.1. The contractual relationship shall be governed exclusively by German law. The referral provisions of international private law shall not apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

12.2. The place of performance for all obligations arising from the contract, in particular for performance and payment, is our place of business or the place of performance designated by us.

12.3. The German courts shall have international jurisdiction. This jurisdiction is exclusive.

12.4. The place of jurisdiction is our registered office. We may also bring legal action at the supplier's place of business at our discretion.

