

General Terms and Conditions of Purchase of SMF GmbH as of 16 October 2025

§ 1. Principles

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") apply to all business relationships with business partners and contractors (hereinafter collectively referred to as "Contractors") of SMF GmbH (hereinafter referred to as "Client"), in particular to the purchase of services and work as well as movable goods (hereinafter referred to as "Goods") by the Client.
- 1.2 All deliveries, services and offers of the Contractors are made exclusively on the basis of these General Terms and Conditions of Purchase. These are an integral part of all contracts that the Client concludes with a Contractor for the deliveries or services offered by the Contractor. They also apply to all future deliveries, services or offers to the Client, even if they are not agreed separately again.
- 1.3 The GPO shall only apply if the contractor is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
- 1.4 Unless otherwise agreed, the GTCP shall apply in the version valid at the time of the client's order or, in any case, in the version last communicated to the contractor in text form as a framework agreement for similar future contracts, without the client having to refer to them again in each individual case.
- 1.5 These GTCP apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the contractor shall only become part of the contract if and to the extent that the client has expressly agreed to their validity in writing. This requirement of consent shall apply in all cases, for example even if the contractor refers to its GTCP in the order confirmation and the client does not expressly object to this.
- 1.6 Individual agreements and information in an order placed by the client shall take precedence over these GTCP.

§ 2. Conclusion of contract

- 2.1 The specific terms and conditions of the respective order shall be agreed upon by means of an offer submitted by the contractor and an order placed by the client with the same wording.
- 2.2 An order shall be deemed binding at the earliest upon submission or confirmation in text form. The contractor shall point out obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion prior to acceptance; otherwise, the contract shall be deemed not to have been concluded.
- 2.3 The contractor is required to confirm an order from the client in writing within a period of 14 calendar days.
- 2.4 A delayed acceptance shall be deemed a new offer and shall in turn require acceptance by the client.
- 2.5 The client is entitled to change the time and place of performance or delivery as well as the type of packaging at any time by giving written notice at least 5 calendar days before the agreed delivery date.
- 2.6 The client is also entitled to withdraw from the contract at any time by written declaration stating the reason if
- a) it can no longer use the ordered products in its business operations, or can only do so at considerable expense, due to circumstances arising after the conclusion of the contract for which the contractor is responsible (such as non-compliance with legal requirements), or
 - b) the Contractor's financial circumstances deteriorate after conclusion of the contract to such an extent that delivery in accordance with the contract cannot be expected.

§ 3. Provision of services (services or work)

- 3.1 The contractor shall perform the services independently, completely and in accordance with the order, in accordance with the principles of proper professional practice and the current state of the art.

- 3.2 The contractor warrants that it possesses the know-how necessary to perform the service. This also applies to the employees and commissioned third parties employed by the contractor.
- 3.3 If execution deadlines have been agreed in the respective order, the contractor undertakes to comply with these execution deadlines.
- 3.4 Execution deadlines designated as milestones shall trigger default within the meaning of the contractual and statutory default provisions without the need for a separate reminder from the client.
- 3.5 If the contractor realises that it will not be able to perform a service by the agreed date or milestone, it shall inform the client of this, as well as the main reasons and the expected delay until the service is performed, in writing at the latest as soon as it becomes aware of this. Further claims by the client, in particular due to delay, remain unaffected by this.

§ 4. Delivery of goods, transfer of risk

- 4.1 The client is entitled to change product specifications at any time by giving written notice at least 14 calendar days before the agreed delivery date, provided that these changes can be implemented within the scope of the contractor's normal production process without significant additional effort. The client shall reimburse the contractor 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 in the contractor's normal production and business operations with reasonable effort, the originally agreed delivery date shall be postponed accordingly. The contractor shall notify the client in writing of the additional costs or delivery delays expected by him after careful assessment without delay, but no later than 5 calendar days after receipt of the notification in accordance with sentence 1 and in any case in good time before the delivery date.
- 4.2 The delivery time (delivery date or deadline) specified in the client's order or otherwise applicable under these GTCP is binding; if the delivery date specified in the respective order is exceeded, the contractor shall automatically be in default without the need for a separate reminder from the client. Early or partial deliveries are not permitted. The contractor is obliged to inform the client immediately in writing if it is likely that it will not be able to meet the agreed delivery times for any reason whatsoever.

- 4.3 In the event of default, the client's rights – in particular to withdrawal and compensation – shall be determined in accordance with the statutory provisions.
- 4.4 The risk of accidental loss and accidental deterioration of the goods shall only pass to the client when the goods are handed over to the client at the agreed destination, even if shipment has been agreed. The respective destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver).

§ 5. Prices and terms of payment, retention of title for deliveries

- 5.1 The price stated in an order is binding. All prices are exclusive of statutory value added tax.
- 5.2 Unless otherwise agreed in individual cases in the respective order, the price includes all services and ancillary services provided by the contractor (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- 5.3 The agreed price is due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice, unless otherwise agreed in the respective orders or individual orders. In the case of bank transfer, payment shall be deemed to have been made on time if the transfer order is received by the client's bank before the expiry of the payment deadline; the client shall be responsible for any delays caused by the banks involved in the payment process.
- 5.4 The client shall not owe any interest on arrears. The statutory provisions shall apply to late payments.
- 5.5 The client is entitled to set-off and retention rights as well as the defence of non-performance of the contract to the extent permitted by law. In particular, the client is entitled to withhold due payments as long as it still has claims against the contractor for incomplete or defective services.
- 5.6 The contractor shall only be entitled to a right of set-off or retention on the basis of legally established or undisputed counterclaims.

- 5.7 Any processing, mixing or combining (further processing) of items provided by the client shall be carried out by the contractor on behalf of the client. The same shall apply to the further processing of the delivered goods by the client, so that the client shall be deemed the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.
- 5.8 The transfer of ownership of the goods to the client must take place unconditionally and regardless of payment of the price. However, if, in individual cases, the client accepts an offer of transfer of ownership by the contractor conditional upon payment of the purchase price, the contractor's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. The client shall remain entitled in the ordinary course of business to resell the goods even before payment of the purchase price, with advance assignment of the resulting claim (alternatively, simple retention of title extended to resale shall apply). This excludes all other forms of retention of title, in particular extended retention of title, transferred retention of title and retention of title extended to further processing.

§ 6. Remuneration for services

- 6.1 The contractor shall receive remuneration for its activities, which shall be agreed within the framework of the respective offer or order.
- 6.2 The contractor may only invoice for the services actually rendered by him in accordance with the respective offer or order, whereby the scope of services specified in the order always represents the maximum scope. The contractor has no claim to the complete provision of this specified maximum scope; the client owes the contractor no guarantee of acceptance in this regard.
- 6.3 The contractor shall record the time spent by him, keep appropriate records and submit a time sheet to the client for review and approval on a monthly basis or after completion of the activities. The contractor shall invoice the client for the time spent on the basis of the approved time sheets by the third working day of the following month at the latest. The billing rate (hourly or daily basis) shall be agreed in the respective order or offer. If a fixed price has been agreed, there is no need for an approved time sheet.

- 6.4 The invoice shall be settled within the payment period agreed in the order after submission of a proper invoice by cashless transfer to an account to be specified by the contractor. Upon payment, all claims of the contractor against the client arising from the respective order shall be fulfilled.
- 6.5 Claims by the contractor can only be asserted against the client within 6 months of the end of the respective activity. This requires at least text form.
- 6.6 The client has the right to cancel an order. The contractor's right to payment of remuneration for services already performed within the scope of the order remains unaffected.
- 6.7 Remuneration is subject to value added tax, if required by law.

§ 7. Handover, acceptance and remuneration for work performed

- 7.1 Exclusively in the event that the contractor performs work in accordance with Sections 631 et seq. of the German Civil Code (BGB), the contractor shall immediately notify the client of the completion of agreed partial services ("milestones") and the overall service.
- 7.2 The client or its customer shall inspect the service within a reasonable period of time. In the event of defects, the client shall set the contractor a grace period for rectifying the defects. If this grace period expires without result, the client shall be entitled to reject the contractor's rectification and to carry out the replacement at the contractor's expense.
- 7.3 If the service is free of significant defects, the client shall declare acceptance; deemed acceptance is excluded.
- 7.4 Remuneration shall be due after acceptance of the service or partial service. Instalment payments may be agreed.
- 7.5 Unless otherwise agreed in the order or the offer, the statutory provisions shall apply to any warranty claims of the client against the contractor.

§ 8. Material defects and defects of title

- 8.1 The rights of the client in the event of material defects and defects of title (in the case of delivered goods, including incorrect and short deliveries as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the contractor shall be governed by the statutory provisions.
- 8.2 The following additions and clarifications apply to delivered goods exclusively in favour of the client.
- a) In accordance with the statutory provisions, the contractor shall be liable in particular for ensuring that the goods have the agreed quality when the risk is transferred to the client. In any case, the product descriptions that are the subject of the respective order – in particular by designation or reference in an order – or that have been included in the contract in the same way as these GTCP shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from the client, the contractor or the manufacturer.
 - b) In the case of goods with digital elements or other digital content, the contractor shall be obliged to provide and update the digital content in any case to the extent that this results from a quality agreement in accordance with paragraph 8.2 a) or other product descriptions of the manufacturer or on its behalf, in particular on the Internet, in advertising or on the product label.
 - c) The client is not obliged to inspect the goods or make special enquiries about any defects. In partial deviation from Section 442 (1) sentence 2 BGB, the client shall be entitled to claims for defects without restriction even if the defect remained unknown to him through negligence at the time of conclusion of the contract. The provisions of Sections 377 and 381 HGB shall not apply.
 - d) The client's obligation to give notice of defects discovered later remains unaffected. A complaint (notification of defects) shall be deemed to have been made in good time if it is sent within 14 calendar days of discovery.
 - e) Subsequent performance also includes the removal of the defective goods and their reinstallation, provided that the goods were installed in or attached to another item in

accordance with their nature and intended use before the defect became apparent; the client's statutory claim for reimbursement of corresponding expenses (removal and installation costs) remains unaffected. The contractor shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any removal and installation costs, even if it transpires that there was in fact no defect. The client's liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, the client shall only be liable if he recognised or, through gross negligence, failed to recognise that there was no defect.

- f) Notwithstanding the statutory rights of the client and the provisions in paragraph 8.2 e), the following shall apply: If the contractor fails to fulfil its obligation to remedy the defect – at the client's discretion, either by rectifying the defect (repair) or by delivering a defect-free item (replacement delivery) – within a reasonable period set by the client, the client may remedy the defect itself and demand reimbursement from the contractor for the necessary expenses or a corresponding advance payment. If the subsequent performance by the contractor has failed or is unreasonable for the client (e.g. due to particular urgency, a risk to operational safety or the threat of disproportionate damage), no deadline needs to be set; the client shall inform the contractor of such circumstances immediately, if possible in advance.
- g) In all other respects, the client shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions in the event of a material defect or defect of title. In addition, the client shall be entitled to compensation for damages and reimbursement of expenses in accordance with the statutory provisions.

§ 9. Supplier recourse

- 9.1 The client is entitled to the statutory claims for expenses and recourse within a supply chain (supplier recourse pursuant to Sections 478, 445a, 445b and Sections 445c, 327 (5) and 327u of the German Civil Code (BGB)) without restriction in addition to the claims for defects. In particular, the client is entitled to demand from the contractor exactly the type of subsequent performance (repair or replacement delivery) that it owes its customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the

provision of necessary updates. This does not restrict the client's statutory right of choice (Section 439 (1) BGB).

- 9.2 Before the client acknowledges or fulfils a claim for defects asserted by one of its customers (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2), (3), (6) sentence 2, 475 (4) BGB), the client shall inform the contractor thereof, briefly explaining the facts of the case, and request a written statement. If a substantiated statement is not provided within a reasonable period of time and no amicable solution is reached, the defect claim actually granted by the client shall be deemed to be owed to the respective customer. In this case, the contractor shall be responsible for providing evidence to the contrary.
- 9.3 The client's claims arising from supplier recourse shall also apply if the defective goods have been connected to another product or further processed in any other way by the client, its customer or a third party, e.g. through installation, attachment or fitting.

§ 10. Producer liability

- 10.1 If the contractor is responsible for product damage, it shall indemnify the client in full against third-party claims insofar as the cause lies within its sphere of control and organisation and it is itself liable in external relations.
- 10.2 As part of its indemnification obligation, the contractor shall reimburse expenses in accordance with Sections 683 and 670 of the German Civil Code (BGB) arising from or in connection with claims by third parties, including recall campaigns carried out by the client. The client shall inform the contractor of the content and scope of recall measures – as far as possible and reasonable – and give it the opportunity to comment. Further legal claims remain unaffected.
- 10.3 If the contractor delivers goods or concludes contracts for work and services involving physical products, product liability insurance with a lump sum coverage of at least EUR 3 million per claim must be taken out and maintained to cover the contractor's liability under statutory product liability, in particular under the Product Liability Act.

§ 11. Limitation period

- 11.1 The mutual claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise specified below.
- 11.2 Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims for defects is three years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance, otherwise upon delivery. The three-year limitation period shall also apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for third-party claims for surrender of property (§ 438 (1) No. 1 BGB) shall remain unaffected; Claims arising from defects of title shall not become time-barred in any case as long as the third party can still assert the right against the client, in particular in the absence of a limitation period.
- 11.3 The limitation periods of the law of sale, including the above extension, apply – to the extent permitted by law – to all contractual claims for defects. Insofar as the client is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 19, 199 BGB) shall apply, unless the application of the limitation periods under sales law leads to a longer limitation period in individual cases.

§ 12. Subcontractors

- 12.1 The contractor is not entitled to have the service owed by him performed by third parties (e.g. subcontractors) without the prior written consent of the client. The contractor bears the procurement risk for his services, unless otherwise agreed in individual cases.
- 12.2 If the contractor uses subcontractors with the consent of the client, it undertakes to structure the contractual relationship with the subcontractor in compliance with the provisions set out in these GTCP for cooperation between the parties; this applies in particular to quality standards,

§ 13. confidentiality, business documents

- 13.1 The contractor shall maintain confidentiality regarding all business matters in connection with these GTCP and all information and documents made available to the contractor or otherwise

disclosed to the contractor in the course of its cooperation with the client, both during the term of the business relationship with the client and after its termination; this applies in particular to information and documents relating to the client's customers.

- 13.2 Upon completion of a respective order, the contractor undertakes to hand over to the client all business documents, such as information material, books, documents relating to the client's customers and other business materials, in particular software and data carriers in the contractor's possession, including codes (object and source codes), at the client's discretion, or to destroy them completely and irretrievably in accordance with the highest possible standards.
- 13.3 The contractor is also obliged to delete all data relating to its activities for the client from data carriers not to be handed over to the client and to confirm to the client the complete surrender or deletion of all materials and the deletion of all data.

§ 14. Data protection

- 14.1 Within the scope of the provision of services, the contractor undertakes to comply with the provisions of the General Data Protection Regulation (GDPR) and, in particular, to maintain data secrecy in accordance with the General Data Protection Regulation (and the Federal Data Protection Act (BDSG)). The contractor is aware that it is prohibited to process, store, make accessible or otherwise use protected personal data without authorisation for any purpose other than the lawful performance of the respective task.
- 14.2 The client's privacy policy will be communicated to the contractor in a separate document.
- 14.3 If required due to the nature of the services, the parties shall conclude a data processing agreement in accordance with Section 28 GDPR.
- 14.4 The contractor shall require its employees to sign a written confidentiality agreement.

§ 15. Property rights

- 15.1 All rights to the work results achieved by the contractor within the scope of the respective order shall be vested exclusively in the client. The codes (object and source codes) and the associated

documents, including the relevant documentation, shall become the property of the client upon their creation, in their respective processing status. The contractor shall keep the documents safe for the client until they are handed over.

15.2 Insofar as the contractor's work results pursuant to paragraph 1 constitute a copyrightable work (in particular software), the contractor shall grant the client an exclusive and unlimited right of use for all types of use, whether known or unknown, now or in the future. This also includes the right to edit, modify, reproduce, publish and exploit the work. The client is also authorised, without separate consent in each individual case, to transfer these rights in whole or in part to third parties or to grant rights of use to third parties.

15.3 If a work result arising from the contractor's activity for the client is the subject or part of an invention, the contractor shall transfer all rights to and from the invention or part of the invention to the client, insofar as this is legally permissible.

15.4 All claims of the contractor for the granting of rights in accordance with the preceding paragraphs 1 to 3 shall be settled by the agreed fee upon payment by the client.

§ 16. Compliance with the Minimum Wage Act (MiLoG)

16.1 The contractor undertakes to comply with the provisions of the MiLoG.

16.2 Insofar as the client is held liable for a breach of the provisions of the MiLoG by the contractor's employees, the contractor shall indemnify the client in full against any damage of any kind arising in this respect.

§ 17. Prohibition of corruption

17.1 The contractor undertakes

- a) not to offer or accept bribes or other means of obtaining an unlawful or undue advantage;

- b) not to influence business decisions by accepting or offering favours, services, gifts or other gestures of hospitality that are either inappropriate or do not correspond to normal business practices;
 - c) Not to engage in corruption, extortion or any form of fraud.
- 17.2 Furthermore, the contractor shall not accept any orders if they are aware or should be aware that such services have been or are to be provided in accordance with paragraph 17.1 to a person who is in an employment or working relationship with the client or the contractor, unless the client of has been informed of such an agreement in writing prior to the commissioning and has given its written consent.

§ 18. Recognition of human rights and ensuring appropriate working conditions

- 18.1 The contractor recognises the United Nations Universal Declaration of Human Rights and ensures that it is not involved in human rights violations or promotes them directly or indirectly.
- 18.2 The contractor shall not tolerate child labour, forced labour or other involuntary labour in accordance with Conventions C138 and C182 of the International Labour Organisation (ILO). The contractor shall ensure occupational health and safety for itself and its employees in compliance with applicable laws and regulations. Employees must at least be given free access to drinking water and sanitary facilities. In addition, suitable fire protection, lighting and ventilation must be provided.
- 18.3 Every employee shall be treated with respect and dignity. Based on the principle of equal opportunities and the General Equal Treatment Act (AGG), no employee shall be discriminated against or physically, psychologically, sexually or verbally harassed or abused on the basis of their gender, race, religion, age, family circumstances, origin, skin colour, sexual orientation or disability.
- 18.4 Working hours shall be in accordance with applicable laws. Employees shall receive employment contracts specifying working hours and remuneration. All remuneration shall be paid without delay and in accordance with applicable laws.

- 18.5 The contractor shall respect the right of its employees to freedom of association and collective bargaining within the framework of applicable laws and ILO conventions.

§ 19. Minimising environmental impact

- 19.1 The contractor recognises the environmental impact of its business activities. The contractor ensures responsible treatment of the environment and works continuously to reduce its environmental impact.
- 19.2 The contractor undertakes to continuously improve the efficiency of its use of resources as an important part of its operational management and to minimise waste of any kind and emissions into the air, water or soil.

§ 20. Insurance

- 20.1 The contractor undertakes to maintain liability insurance appropriate to its activities with a minimum coverage of EUR 3 million per claim for personal injury, property damage and financial loss. For freelance IT service providers, this may in particular be professional liability insurance for IT service providers covering financial loss. The client is entitled to request proof of insurance.
- 20.2 The contractor undertakes to provide the client with annual confirmation of the continuation of the insurance as proof of cover without being asked to do so. The confirmation must specify the specific scope of cover.

§ 21. General provisions

- 21.1 The client has the right to unilaterally amend these GTCP. In such a case, the client shall notify the contractor of these amendments and grant them a six-week right of objection. If the contractor does not object within this period, the new amended GTCP shall apply to them.
- 21.2 Legally relevant declarations and notifications by the contractor in relation to an order (e.g. setting of deadlines, reminders, withdrawal) must be made in writing. Written form within the meaning of these GTCP includes written and text form (e.g. letter, e-mail, fax). Statutory formal

requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, remain unaffected.

- 21.3 Amendments to these GTCP and the order must be made in text form at least; this also applies to the cancellation of this text form clause.
- 21.4 Agreements contained in an order take precedence over the provisions of the GTCP.
- 21.5 These GTCP and the offers and orders based on them are subject exclusively to the law of the Federal Republic of Germany, with the express exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws provisions of international private law.
- 21.6 The place of jurisdiction is Dortmund, insofar as this is permissible.