

## General Terms and Conditions of Purchase

### I. General; Scope of application

1. Our terms and conditions of purchase apply exclusively. We do not accept conflicting or deviating terms and conditions of the supplier unless we have expressly agreed to their validity in writing. The acceptance of an offer from a supplier that refers to its general terms and conditions is not sufficient for this purpose. An – even – unconditional acceptance of deliveries does not replace the requirement of written consent. These Terms and Conditions of Purchase shall also apply to all future transactions with the Purchaser, insofar as they are legal transactions of a related nature
2. In addition to these General Terms and Conditions of Purchase, the General Packaging Regulations in accordance with the current Logistics Manual and our quality requirements, which can be viewed on our website (<https://bmz-group.com/index.php/agnb>), apply.

### II. Offer; Blanket order, conclusion of contract

1. Offers or cost estimates to us and any accompanying documents are free of charge and non-binding. Deviations from our inquiries must be expressly pointed out in the offer, and if necessary, corresponding drawings must be enclosed.
2. Our orders must be placed at least in text form. If this is noted on the order form, they are also effective without a handwritten signature. Unless otherwise agreed, our orders must be confirmed in writing by the supplier within 3 (three) days of receipt of the order, stating the binding delivery time and the price. The supplier must inform us of obvious errors (e.g. typographical and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance. If the order confirmation contains deviations from the offer and/or our order (in particular with regard to the delivery time), no contract is concluded by the order confirmation. If there is a permanent business relationship (framework agreement) and unless otherwise agreed, the order shall become effective if the supplier does not object within 5 (five) working days of receipt. An order confirmation that deviates from our order will only be effective if we confirm this at least in text form. Our orders become invalid if they have not been confirmed in writing by the deadline. The implied conclusion of contracts, e.g. by receipt of goods, is excluded.
3. In the event of obvious errors, clerical or calculation errors in the order, BMZ is not bound by any obligations.

### 1. Prices; Terms of payment and delivery, statute of limitations

2. The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery and packaging. Delivery is made in accordance with DDP (Incoterms 2020) to the delivery point specified by BMZ. Unless expressly agreed otherwise, software license fees are included in the price.
3. The return of the packaging requires special agreement. Insofar as the supplier is obliged under the Packaging Ordinance to take back the packaging used, he shall bear the costs and risk of return transport and recycling.
4. Unless otherwise agreed in writing, we will pay the purchase price after full receipt of the goods within 30 days, calculated from delivery and receipt of a verifiable invoice with a 3% discount or within 60 days of receipt of the invoice net.
5. If the invoice is received before the goods are received, the latter is decisive. Invoices without an order number will not be accepted and will be returned to the issuer.
6. Invoices should only be sent electronically to the following e-mail:

BMZ Battery Solutions GmbH  
[invoice@bmz-battery.com](mailto:invoice@bmz-battery.com)

BMZ Battery Solutions Germany GmbH  
[invoice.germany@bmz-battery.com](mailto:invoice.germany@bmz-battery.com)

7. We only accept e-invoices in ZUGFeRD format.
8. Payment claims against us become time-barred within one year.

### III. Assignment, subcontractor, right of retention, set-off

1. The Supplier shall not be entitled to assign its claims against us or to have them collected by third parties without the prior written consent of BMZ, which may not be unreasonably withheld. BMZ is nevertheless entitled to pay the supplier to discharge the debt.
2. The Supplier shall not be entitled to entrust the fulfilment of its contractual obligations in whole or in part to a subcontractor without the prior written consent of BMZ. If BMZ has agreed to the award of subcontracts, copies of the subcontracts must be submitted by the supplier to the department responsible for purchasing specified on this order immediately upon request, if and to the extent that this is necessary to verify the production, the conditions of the order, the goods to be delivered and/or legal or official requirements. The Supplier's liability for the fulfilment of its contractual obligations by the subcontractor shall remain unaffected. The Supplier shall subject the Subcontractor to the same contractual conditions, in particular with regard to secrecy and intellectual property rights, as it has entered into itself.
3. The Supplier may only assert a right of set-off and/or retention on the basis of legally established or undisputed counterclaims.

### IV. Delivery dates; Due Date, Default, Damages, Transfer of Risk

1. The supplier must provide the service punctually on the contractually agreed delivery dates. Delivery dates are arrival dates at the specified delivery point.
2. If the performance time is determined according to the calendar, default occurs if the delivery date is missed. If the service is not determined according to the calendar and the performance is not made on time, the delay occurs after 5 days at the latest. BMZ reserves the right to set shorter deadlines by issuing reminders.
3. If the supplier is in default, he is obliged to comply with BMZ's request for express shipping (express or express freight, express courier, express parcel, air freight, etc.) at his own expense.
4. In the event of default by the supplier, BMZ shall be entitled to withdraw from the contract and claim damages after the fruitless expiry of a reasonable grace period. There is no need to set a grace period if the delivery date has been agreed "fixed", i.e. BMZ has expressed in the respective order that its interest in performance depends on timely delivery, or if the supplier declares that it will not be able to deliver even within the grace period. In case of urgency, a grace period of 2 (two) working days is sufficient.
5. If the supplier is culpably in default, BMZ may – in addition to further statutory claims – demand lump-sum compensation for the damage caused by delay in the amount of 0.3% of the net price per working day, but not more than 5% of the net price of the contract amount incurred up to the date of delay. We reserve the right to prove that we have suffered a higher loss. The supplier reserves the right to prove that we have suffered no or only significantly minor damage.
6. If the supplier is in default, we are entitled to make cover purchases if and to the extent that this is necessary to avert imminent consequential damage caused by the delay. The supplier must bear any additional costs incurred as a result. The supplier is obliged to assume all damages resulting from its delay, including any consequential damages.
7. BMZ is entitled to claim liquidated damages in the amount of the order value of the goods in default in accordance with Section 6 instead of the actual consequential damage caused by cover purchases and/or delivery failures. BMZ reserves the right to prove higher damage. The supplier reserves the right to provide proof of lesser damage.
8. We do not have to accept an early delivery or service that takes place without express prior consent.
9. The supplier is obliged to inform BMZ immediately in writing of any delivery delays and the reasons for them. Any notification to BMZ does not release the supplier from its contractual obligations. Any knowledge by BMZ of the reasons for the delay shall not replace the written notification by the supplier. The Supplier shall be liable for all damages resulting from a failure to notify or be delayed. Irrespective of this, the supplier must also compensate for all

damages resulting from a delay in delivery for which it is responsible.

10. The risk is only transferred to BMZ at the point of receipt with acceptance by BMZ or, in the case of installation or assembly of the delivered goods by the supplier, with the written acceptance after commissioning at BMZ or at another installation point. The risk of shipment is borne by the supplier.
11. Acceptance of late delivery shall not be deemed a waiver of claims for compensation.

#### **V. Requirements for the delivery item & documentation**

1. The supplier is obliged to indicate exactly the BMZ order number and BMZ article number on all documents, shipping documents and delivery notes and invoices. Separate documents are required for each order. Insofar as damage arises from non-compliance, this shall be borne by the supplier.
2. The supplier is obliged to make a written declaration of the customs origin of the goods for all goods delivered and to comply with all legal requirements (including the Supply Chain Act). This declaration is to be sent to BMZ without delay
3. The delivery item must be executed in a commercially customary manner in accordance with the written order of BMZ, the relevant DIN regulations and corresponding European standards in the applicable version.

The Supplier warrants that the delivery item has the warranted properties, complies with the respectively recognized rules of technology, has all test marks and approvals necessary for its use or operation, and is not affected by defects that cancel or reduce the value or suitability for its intended use. Insofar as an EC declaration of conformity with CE marking, EC manufacturer's declaration or certification, e.g. type examination (GS), is required for the manufacture or operation of the delivery item, the supplier undertakes to hand over the underlying documentation to us in German. He shall bear all the costs associated with these authorisations.

4. The supplier is obliged, at its own expense, to submit any necessary declarations of conformity (e.g. CE, REACH, RoHS, conflict minerals) and associated documentation to BMZ at its own expense and to make them available in writing at least in German and English, and to update or expand these in accordance with the respective regulatory requirements.
5. Suppliers of hazardous substances are obliged to provide up-to-date safety data sheets.

#### **VI. Defect investigation; Warranty, statute of limitations**

1. The supplier guarantees that the goods supplied by him correspond to the specification, have the usual market quality and are otherwise free of defects. If the supplier is responsible for the construction, he also guarantees the accuracy of the construction and the suitability of the delivered goods for the specific purpose for which they were purchased.
2. The obligation to inspect and notify under Section 377 of the German Commercial Code (HGB) is excluded for hidden defects if BMZ has carried out a minimum inspection on the basis of the delivery note and for transport damage.
3. BMZ fulfils the obligation to make a complaint under Section 377 of the German Commercial Code (HGB) if the complaint is made within a period of 2 weeks from discovery. An oral reprimand is sufficient.
4. If BMZ returns defective goods, BMZ is entitled to charge the supplier back the invoice amount plus a one-off processing fee of € 75,-. We reserve the right to provide evidence of higher expenses. The Supplier reserves the right to provide evidence of lower or no expenses. BMZ is entitled to deduct the processing fee or any higher expenditure upon payment of the next supplier invoice.
5. Defective deliveries must be replaced immediately by defect-free deliveries and defective deliveries must be repeated without defects. BMZ is entitled, after prior information and the expiry of a short grace period appropriate to the situation, to remedy the defect itself at the supplier's expense or to arrange for a replacement delivery if there is imminent danger or there is a

particular urgency. This also applies if the supplier delivers or performs defectively or late, and BMZ has to take immediate action to avoid its own delay in delivery.

6. If the goods are already in the production process at our or our customer's premises and it is not reasonable for us to have the defects rectified by the supplier for operational reasons, in particular for manufacturing reasons, or if the supplier is not in a position to do so, BMZ may replace or repair the goods itself or through third parties at the expense and risk of the supplier.
7. The warranty period is 36 months, calculated from the date of installation to be proven by us. For defects complained of by us within the warranty period, our claims expire at the earliest 6 months after the complaint has been filed.
8. The place of subsequent performance is determined by the current location of the affected goods. Any additional costs incurred shall be borne by the supplier.
9. The warranty period begins again for the entire product with the completion of the supplementary performance.

#### **VII. product liability; Indemnification; Liability insurance cover**

1. The supplier is responsible for ensuring that its products are free of defects within the meaning of the Product Liability Act. The Supplier shall fully indemnify and hold BMZ harmless for all claims based on defectiveness or defectiveness of the delivered Product, unless it proves that it is not at fault.
2. Insofar as the supplier is responsible for product damage, it is obliged to indemnify BMZ against claims for damages by third parties upon first request to the extent that the cause is within its sphere of control and organisation. The supplier's suppliers are considered to be its vicarious agents within the meaning of § 278 of the German Civil Code (BGB).
3. In this context, the supplier is also obliged to reimburse BMZ for any expenses in accordance with Sections 683 and 670 of the German Civil Code (BGB) that arise from or in connection with a recall campaign carried out by us. BMZ will inform the supplier immediately about the content and scope of the recall measures to be carried out – as far as possible and reasonable – and will give them the opportunity to comment. The supplier is also obliged to reimburse the costs of the necessary legal prosecution.
4. The supplier undertakes to maintain product liability insurance with a coverage of € 10 million per personal injury/property damage – a lump sum – which must be proven on request.
5. Further claims for damages remain unaffected.

#### **VIII. rights of BMZ, exclusivity, Tools, penalty**

1. We reserve all property rights and copyrights to illustrations, drawings, sketches, calculations, technical data, specifications, system specifications, supplier lists, customer lists and other documents. They may not be made available to third parties without our prior express written consent and must be handled with care by the supplier. All rights, with the exception of order-related shared use rights, belong solely to BMZ. They are to be used exclusively for the production of our order.
2. Products that are manufactured with the help of the documents referred to in clause 1 or on the basis of our specification and/or using our know-how, or that are specially manufactured for us, may not be sold to third parties without our written consent.
3. Tools made available to the supplier for production remain the property of BMZ. They must be clearly marked by the supplier at its place of production as the property of BMZ. They may only be used to manufacture products for BMZ.
4. The materials referred to in paragraphs 1 and 3 must be returned to us without being asked to do so after processing. They must be kept secret from third parties. There is no right of retention.
5. If the Supplier culpably violates the obligations under subsections 1 to 3, the Supplier shall pay us a contractual penalty in an appropriate amount, which is to be determined at equitable discretion within the meaning of Section 315 of the German Civil Code (BGB) and the appropriateness of which is to be reviewed by the competent court in the event of a dispute. The right to claim further damages remains reserved. Any contractual penalty

incurred is to be offset against any damage.

### **IX. Intellectual property rights**

1. The supplier is responsible for ensuring that its services do not infringe third-party patents and other property rights. It undertakes to indemnify BMZ against any claims by third parties for violations of these rights and to indemnify BMZ in any other way. If license fees are payable in connection with his services, he bears them. The supplier is obliged to reimburse BMZ for the costs of legal prosecution and damage prevention that are necessary in this respect.
2. If the Supplier's industrial property rights are required for the use of the goods by BMZ or our customer, the Supplier grants BMZ the transferable, non-exclusive and irrevocable right to use, repair or otherwise use or resell the goods itself or through third parties at its own discretion until the actual user. In the event that the supplier does not deliver, regardless of the reason, the supplier also grants the buyer the right to reproduce the goods himself or through a third party.
3. Insofar as the Supplier undertakes to supply the Software, the Supplier shall ensure that BMZ is granted the licences required for the use of the Software. Unless otherwise agreed, the licence includes the use of subsequent newer versions and for use on any number of computers used internally by BMZ (central processing unit/peripheral devices). The supplier shall also ensure that BMZ's customers and all persons up to the actual user of the goods have the appropriate authorisation to use and dispose of the goods as they wish.
4. If a supply contract includes development work, BMZ is entitled to ownership of all development results. The supplier undertakes to transfer this to us immediately. BMZ is free to use the development results. The supplier is not permitted to make applications for any property rights. The supplier grants us an irrevocable, non-exclusive, free of charge, unlimited right in terms of space and time, including the right to grant sublicenses, to legacy rights used in development. The costs for the transfer of the rights to the development results and the granting of the described rights of use of any old rights used in the development are included in the product price and thus compensated in full.

All rights to be transferred or granted by the supplier to BMZ have already been settled by the product price.

### **X. Confidentiality**

The supplier undertakes to treat all documents made available to him, such as templates, samples, models, drawings, etc., as strictly confidential and not to make them accessible to third parties and not to use them himself, in particular not to replicate them.

### **XI. General regulations**

1. Changes or additions to this contract must be made in writing. This also applies to changes to this written form clause. This is satisfied by the use of electronic signature programs.
2. Should individual parts of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. Ineffective regulations are replaced by regulations which, according to equitable discretion, come as close as possible to what is economically intended.

### **XII. Place of jurisdiction; Place of Performance, Applicable Law**

1. If the supplier is a merchant, the place of jurisdiction is Frankfurt am Main, Germany. However, BMZ has the right to sue the supplier at its place of jurisdiction.

2. Unless otherwise stated in the order, our place of business shall be the place of performance; this also applies to subsequent performance.
3. All relationships between the supplier and BMZ shall be governed exclusively by German law. The application of the provisions of the UN Convention on the International Sale of Goods and German private international law is excluded.

Version as of 07 May 2026, Karlstein