



General Terms and Conditions of Purchase

BAUMANN Group
2025

The following provisions are the general terms and conditions of purchase of the following companies: (a) BAUMANN Springs Ltd, Fabrikstrasse, CH-8734 Ermenswil; (b) BAUMANN GmbH, Friedrich-List Strasse 131, DE-72805 Lichtenstein; (c) BAUMANN Schlegel GmbH, Friedrich-List Strasse 131, D-72805 Lichtenstein; (d) Prodotti BAUMANN s.r.l. Unipersonale, Via Conicchio 34, IT-25136 Brescia (BS); (e) BAUMANN Muelles S.A., Poligono Industrial Gojain C/ Padurea 13, ES-01170 Legutiano; (f) BAUMANN Springs s.r.o., Na Novém Poli 384/6, CZ-73301 Karviná – Staré Město; (h) BAUMANN Spring Co. (S) Pte. Ltd., 33 Gul Lane, SG 629427 ; (h) BAUMANN Springs (Shanghai) Co. Ltd., 358-2 Shen Xia Road, Jiading District, Forward High Tech. Zone, Shanghai 2011818 CN; (i) BAUMANN SPRINGS USA Inc., 3075 No. Great Southwest, Pkwy. # 100, Grand Prairie, TX 75050 USA; (j) BAUMANN SPRINGS LEÓN S. DE R.L. DE C.V., Kappa 310 y 312, Fracc. Industrial Delta, MEX – 37545 León, Gto.

EACH OF THE COMPANIES MENTIONED ABOVE ACTS IN ITS OWN NAME AND ON ITS OWN ACCOUNT, but are for the purpose of these GENERAL TERMS AND CONDITIONS OF PURCHASE ("GTC") collectively referred to as "BAUMANN GROUP"; individually as "BAUMANN COMPANY".

1. Definition

- 1.1. "CUSTOMER" is the BAUMANN COMPANY that accepts the SUPPLIER's offer or the BAUMANN COMPANY that submits an offer for the conclusion of a delivery contract to the SUPPLIER which is accepted by the SUPPLIER.
- 1.2. "SUPPLIER" is any company, public sector legal entity or other business entity including such entities established under public law, which is or intends to manufacture and/or sell and/or provide SERVICES to one or more CUSTOMERS.
- 1.3. "SERVICE" is every performance that must be delivered by the SUPPLIER under a CONTRACT concluded between the CUSTOMER and the SUPPLIER, including the development, manufacturing and delivery of items and parts ("PRODUCTS") as well as rendering services.

2. Scope, references to additional terms and conditions

- 2.1. These GTC only apply to companies, public sector legal entities, and special funds set up under public law.
- 2.2. The following GTC apply exclusively. Conflicting, amending, supplementary or diverging conditions of the SUPPLIER are not acknowledged by the CUSTOMER, a BAUMANN COMPANY or the BAUMANN GROUP and therefore shall not apply, unless the CUSTOMER, a BAUMANN COMPANY or the BAUMANN GROUP explicitly agreed their application in writing. The exclusion of SUPPLIER's conditions applicability also applies if and to the extent the SUPPLIER refers to its conditions during the business relationship, e.g. through a standardized reference in its ORDER CONFIRMATIONS or other documents. The CUSTOMER's silence, its payment for or acceptance of SERVICES – even without reservation – shall not be construed as recognition of such other conditions as may oppose to, amend, supplement or deviate from these GTC.
- 2.3. Additionally to these GTC, other documents, guidelines and/or terms and conditions ("ADDITIONAL TERMS") of the BAUMANN GROUP may apply to the CONTRACT. Whether the ADDITIONAL TERMS apply to the CONTRACT is determined by the provisions of the respective ADDITIONAL TERMS. If and to the extent that the ADDITIONAL TERMS apply to the CONTRACT with the SUPPLIER, the provisions and obligations contained in the ADDITIONAL TERMS shall be binding on the SUPPLIER. In the event that any provisions of these GTC contradict the provisions of the ADDITIONAL TERMS, the provisions of the ADDITIONAL TERMS shall take precedence.

3. Offers, offer documents, conclusion of contracts

- 3.1. A "CONTRACT" with respect to the supply of a BAUMANN COMPANY with SERVICES by the SUPPLIER is entered into, if and when a BAUMANN COMPANY sends an order to the SUPPLIER (the "ORDER") and
 - The SUPPLIER acknowledges and confirms the ORDER without any changes (the "ORDER CONFIRMATION") or
 - after five (5) calendar days from the receipt of the ORDER by the SUPPLIER unless the CUSTOMER has received a written objection within that time.
- 3.2. The requirement as to written form for OFFERS, ORDERS, ORDER CONFIRMATIONS and OBJECTIONS is deemed to have been satisfied if notices of this kind are communicated using SAP ordering, remote data transmission or electronic data interchange.
- 3.3. Until the ORDER CONFIRMATION has been received pursuant to section 3.1, and until the lapse of the deadline for OBJECTIONS pursuant to section 3.1, the CUSTOMER is entitled at any time to revoke the ORDER without the need to provide reasons.

4. Lifetime contracts, forecasts, capacities

- 4.1. Within the ORDER or on the occasion of a separate agreement, the CUSTOMER may request the SUPPLIER to provide its SERVICES for an indefinite time "LIFETIME CONTRACT".
- 4.2. If a LIFETIME CONTRACT is concluded, the CUSTOMER may provide a notice on planned quantities of SERVICES which he expects to call off from the SUPPLIER by way of an ORDER over a certain period of time ("FORECAST"). Whether and over what period the CUSTOMER transmits a FORECAST shall be at the sole discretion of the CUSTOMER. The SUPPLIER shall have no claim to receive a FORECAST.
- 4.3. If the CUSTOMER provides the SUPPLIER with a FORECAST, the SUPPLIER shall be obliged to create and maintain the capacities over the period of the FORECAST that enable the SUPPLIER to provide the SERVICES with a tolerance of +/- 20 % of the quantities planned in the FORECAST.
- 4.4. The planned quantities and other provisions of the FORECAST are non-binding to the CUSTOMER; in particular, the SUPPLIER shall not be entitled to compensation for costs incurred as a result of its obligations under sec. 4.3 including the costs of procuring the necessary materials or commissioning subcontractors. The CUSTOMER shall have no obligation under the FORECASTS to place ORDERS or to accept the advance services procured or SERVICES provided by the SUPPLIER on the basis of the FORECAST.
- 4.5. A contractual obligation shall only arise through an ORDER within the meaning of sec. 3.1. The provisions of sec. 3 shall apply with the following deviation: An ORDER which refers to a LIFETIME CONTRACT and which is within the non-binding specifications of the FORECAST shall directly result in the conclusion of a CONTRACT without requiring an ORDER CONFIRMATION by the SUPPLIER or without the SUPPLIER being entitled to an OBJECTION.

5. Prices, payment terms

- 5.1. Unless otherwise agreed individually, the prices agreed in CONTRACT are fixed prices for the entire term of the CONTRACT or LIFETIME CONTRACT.
- 5.2. Unless a diverging INCOTERMS clause has been agreed in the CONTRACT, all SUPPLIER's prices are deemed to be DDP INCOTERMS 2020 plus the statutory value added tax that applies on the invoice date.

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5.3. Unless otherwise expressly agreed, offers and invoices shall be in the currency according to the the following table:

BAUMANN Location	Currency
Switzerland	EUR
Italy	EUR
Czech	EUR
Germany	EUR
USA	USD
Mexico	USD
Singapore	USD
China	CNY

5.4. The payment terms are 90 days net or 30 days 3% from the invoice date, if not agreed otherwise.

5.5. The CUSTOMER is obliged to pay the purchase price and accept the SERVICES in accordance with the CONTRACT.

6. Scope of delivery, delivery date, delivery volumes

6.1. Unless agreed otherwise, the delivery date has been met if the SERVICES are received or rendered at the place of performance and date agreed in the CONTRACT.

6.2. If it becomes clear after the conclusion of the CONTRACT that the CUSTOMER's claim to delivery is jeopardised by the SUPPLIER's lack of ability, the CUSTOMER can refuse performance and set the SUPPLIER an appropriate deadline for delivering the SERVICES against concurrent payment. If the SUPPLIER refuses to deliver against concurrent payment, The CUSTOMER is entitled to withdraw from the CONTRACT upon expiry of the appropriate deadline and claim the payment of damages.

6.3. Partial deliveries are only permitted if agreed explicitly. The CUSTOMER reserves its right to unilaterally revoke its agreement to partial deliveries without notice at any time.

6.4. The agreed delivery volumes must be met. Manufacturing-related volume increases or decreases are only permitted if explicitly agreed in writing. The CUSTOMER reserves its right to unilaterally revoke its agreement to partial deliveries without notice at any time.

7. Subcontractors, Suppliers

7.1. The SUPPLIER bears full responsibility for (vicarious) agents, subcontractors, suppliers and other third parties it engages to fulfill its obligation against the CUSTOMER ("SUBCONTRACTORS") and is liable vis-à-vis the CUSTOMER for their negligent or willful actions and any resulting damage incurred by CUSTOMER, the BAUMANN GROUP or BAUMANN GROUP's customers.

7.2. The SUPPLIER must give the CUSTOMER prior written notice of its intention to delegate its obligations or aspects thereof to – or otherwise use – SUBCONTRACTORS, and it must not proceed without the CUSTOMER's prior consent. The CUSTOMER's consent must not be withheld unreasonably and does not release the SUPPLIER from its obligation and liability.

7.3. The SUPPLIER will impose on SUBCONTRACTORS such quality standards and duties as may have been agreed between the PARTIES and arise from the GTC, respectively.

8. Termination of CONTRACTS and LIFETIME CONTRACTS, discontinuation of deliveries, FINAL ORDERS ; termination for cause

8.1. CONTRACTS may not be terminated by ordinary termination.

8.2. LIFETIME CONTRACTS may be terminated by the CUSTOMER with a written termination notice of 3 (three) months). LIFETIME CONTRACTS may be terminated by the SUPPLIER only if the SUPPLIER proves that he is obliged to change the manufacture or rendering of SERVICES or unable to maintain the manufacture or rendering of SERVICES due to changes of applicable statutory law or authorities' decisions which were not foreseeable by the PARTIES at the time the LIFETIME CONTRACT has been concluded and the change or discontinuation may not be mitigated by other measures entailing amendments to the LIFETIME CONTRACT. If the SUPPLIER intends a justified termination of a LIFETIME CONTRACT, the SUPPLIER is obliged to inform the CUSTOMER about its intentions without any delay ("LIFETIME CONTRACT TERMINATION NOTICE"). The SUPPLIER must give the CUSTOMER the opportunity to place a final order during a period of 24 (twenty-four) months after the CUSTOMER received the LIFETIME CONTRACT TERMINATION NOTICE ("FINAL ORDER"). The FINAL ORDER may not exceed the presumed requirement for 24 months. The conditions of the LIFETIME CONTRACT, CONTRACTS and FORECASTS (if any) shall remain in force and apply to the FINAL ORDER.

8.3. The right of both PARTIES to terminate LIFETIME CONTRACTS and CONTRACTS in writing for cause is not affected by the stipulations in this section. Such cause is present on the CUSTOMER'S side, for instance, if

- The CUSTOMER has no need for the SUPPLIER'S SERVICES;
- the SUPPLIER fails to satisfy agreed quality requirements;
- the SUPPLIER repeatedly violates material obligations under the CONTRACT and fails to cure such repeated violation within twenty (20) calendar days despite the CUSTOMER'S written reminder;
- the SUPPLIER files for insolvency, becomes insolvent pursuant to § 18 of the German Insolvency Act (Insolvenzordnung - InsO) or similar provisions applicable to the SUPPLIER, is at risk of becoming insolvent or shows signs of imminent overindebtedness;
- the SUPPLIER'S assets or operations become subject to a petition for the institution of insolvency or similar proceedings designed to settle debts, such proceedings are instituted or a petition seeking the institution thereof is rejected for lack of funds;
- the SUPPLIER
 - (1) provides or offers services that are comparable or interchangeable with the products or services offered by the CUSTOMER given their characteristics, prices or intended uses, or
 - (2) that the CUSTOMER believes could emerge as a provider of such comparable or interchangeable products or services acquires (business) shares or shares of stock of the SUPPLIER.

8.4. Unless otherwise agreed in writing, the termination of a LIFETIME CONTRACT entails the termination of all CONTRACTS concluded thereunder.

9. Shipment, transfer of risk

If the SERVICES are not delivered in accordance with DDP INCOTERMS 2020 and nothing to the contrary has been agreed, the risk is transferred with the handover of the SERVICES to the first recipient at the place of performance.

10. Intellectual property rights

- 10.1. The BAUMANN GROUP reserves its ownership and intellectual property rights to all illustrations, drawings, calculations and other documents. This shall also apply to those written documents designated as "confidential." Such documents may only be forwarded to third parties with the explicit written consent of the BAUMANN GROUP.
- 10.2. The SUPPLIER undertakes to inform the CUSTOMER of any third-party claims to intellectual property rights to the delivered PRODUCTS within 14 days. If such third-party claims to intellectual property rights are asserted, the CUSTOMER may require the SUPPLIER to make the necessary changes to the delivered and paid SERVICES at its own costs. This will not affect any further claims.
- 10.3. If the SUPPLIER is prohibited from manufacturing or delivering a SERVICES by a third party on the basis of a claim to intellectual property rights, the CUSTOMER is entitled to refuse to fulfil its acceptance obligations until the legal situation has been investigated by the CUSTOMER and the third party, unless the CUSTOMER is responsible for the violation of the intellectual property rights.
- 10.4. If the CUSTOMER's justified refusal to accept SERVICES incurs costs, the SUPPLIER is obliged to reimburse these costs.
- 10.5. If CUSTOMER's refusal to accept SERVICES leads to damage or loss, the SUPPLIER is obliged to pay for the damage, unless the SUPPLIER is not responsible for violating the intellectual property rights.
- 10.6. If the continuation of the transaction is delayed significantly, CUSTOMER is entitled, irrespective of any other rights, to withdraw from the transaction.
- 10.7. The SUPPLIER shall indemnify the CUSTOMER against all corresponding third-party claims.

11. Quality assurance

- 11.1. ISO 90001 forms an integral part of these GTC. The SUPPLIER warrants that he sets up and maintains a quality assurance management system that corresponds at least to the standards set forth in ISO 90001.
- 11.2. The SUPPLIER is not authorised to make any changes to products, processes, technical data, specifications, materials, quality criteria, dates or delivery volumes or to relocate manufacturing plants if these changes will affect our requirements of the product.
- 11.3. The CUSTOMER must be informed without delay if the SUPPLIER fails its recertification audit. In this case, the Supplier shall be obliged to establish the conditions for renewed certification without delay.
- 11.4. The CUSTOMER assumes that the manufacturing process used by the SUPPLIER is a safe process and that all deviations from the contractually agreed quality can be identified before delivery with the test methods and test cycles set out in the production control plan. The SUPPLIER must expressly inform the CUSTOMER in writing if this should not be correct.

12. Liability for defects

- 12.1. The SUPPLIER must deliver or render SERVICES that conform to the requirements of the contract with regard to quality and type as well as packaging and containers. The SERVICES must in particular be suitable for the purpose announced to the SUPPLIER. If the SUPPLIER prepared an initial sample, the SERVICES must exhibit all the properties of the initial sample. If the purpose known to the SUPPLIER cannot be reached with the properties of the initial sample, the SERVICES do not conform to the CONTRACT. This also applies if CUSTOMER approved the initial sample.

- 12.2. If the SUPPLIER is not aware of the purpose or did not have to be aware of the purpose or did not prepare an initial sample, the SERVICES must be suitable for the purposes for which SERVICES of the same kind are usually used.
- 12.3. Unless the parties have agreed otherwise, the SERVICES shall correspond to the CONTRACT if the SERVICES correspond to the regulations applicable at the CUSTOMER's place of business. If the SUPPLIER knows or had to know that the SERVICES will be used in several countries, the SERVICES only conform to the contract if they meet the requirements applicable at all the countries known or should be known to the SUPPLIER.
- 12.4. The warranty period is 24 months and starts with the transfer of risk of the SERVICE, unless otherwise agreed. If any deviations from the specification or any other defects are found during the warranty period, the SUPPLIER undertakes to immediately analyse the deviation upon receipt of the complaint. The result of the analysis shall be sent to the CUSTOMER without delay in the form of an 8D report.
- 12.5. The CUSTOMER's duty to examine the SERVICES and report defects is subject to statutory law provisions with the following stipulation: The CUSTOMER's duty to examine PRODUCTS is limited to defects that are clearly discernible upon superficial inspection, to the inclusion of delivery papers, as part of the CUSTOMER's incoming PRODUCTS inspection (shipping damages, erroneous / under-delivery). If an acceptance has been agreed or is mandatory by law, the duty to examine PRODUCTS is waived. CUSTOMER's duty to report defects discovered at a later point in time is not affected. Notwithstanding the duty to examine PRODUCTS, the CUSTOMER is deemed to have reported a defect (notice of defect) immediately and without undue delay so long as the notice of defect is dispatched to the SUPPLIER within ten (10) calendar days of (i) discovery of the defect or, (ii) of the delivery in cases of defects that become discernible upon visual inspection as part of the incoming PRODUCTS inspection owed.

13. Liability

- 13.1. Unless agreed otherwise in these terms and conditions, the SUPPLIER shall be liable for all and any kind of breach of CONTRACT as well as for all and any statutory claims for damages in accordance with the legal provisions.
- 13.2. If the CUSTOMER or the BAUMANN GROUP is held liable for breaches of official safety regulations or domestic or foreign PRODUCT liability rules or laws for a defectiveness of the PRODUCT that derives from the SUPPLIER's PRODUCTS, CUSTOMER is entitled to demand damages from the SUPPLIER to the extent this defectiveness was caused by the PRODUCTS delivered by the SUPPLIER. This damage includes the costs of any PRODUCT recall. If a defect is identified to a product delivered by the SUPPLIERS, it shall be assumed that the defect occurred exclusively in the area of responsibility of the SUPPLIER.
- 13.3. The SUPPLIER shall take out and maintain sufficient insurance cover for all risks arising from product liability, including the risk of product recall, and submit the insurance policy for CUSTOMER's inspection upon request.

14. Data privacy

- 14.1. The SUPPLIER undertakes to obtain legally effective declarations from all persons who communicate with the CUSTOMER in its name or on its behalf in which these persons agree that the CUSTOMER may collect, store, process and use their personal data for the purpose of processing and performing previously finalised transactions as well as ongoing transactions and to lay the groundwork for new contracts and similar business relationships. In this context, personal data in particular include their contact data, such as: name, address, position in the company, telephone number, email address, etc., as well as data pertaining to specific know-how, information about venues and times of meetings and similar data.

- 14.2. The SUPPLIER undertakes to obtain legally effective declarations from all persons who communicate with the CUSTOMER in its name or on its behalf in which these persons expressly agree that the CUSTOMER may forward their personal data to third parties for the purpose of processing and performing previously finalised transactions as well as ongoing transactions and to lay the groundwork for new contracts and similar business relationships.
- 14.3. The SUPPLIER undertakes to obtain legally effective declarations from all persons who communicate with the CUSTOMER in its name or on its behalf in which these persons expressly agree that the CUSTOMER only has to erase the personal data of these persons at the express request of the person in question.
- 14.4. Legally effective in this sense means that the SUPPLIER must itself determine the conditions that must be met by an effective declaration pursuant to data protection legislation and the general law of obligations.
- 14.5. The SUPPLIER is obliged to expressly inform the CUSTOMER in writing if these declarations are not available to the SUPPLIER.
- 14.6. If the SUPPLIER breaches this obligation to notify or if it subsequently proves that the declarations obtained by the SUPPLIER are ineffective, either in whole or in part, the SUPPLIER shall indemnify the CUSTOMER for all claims in this regard that are asserted by third parties against the CUSTOMER. This shall not affect the CUSTOMER's related statutory claims for damages.
- 14.7. In all other respects, the CUSTOMER shall treat the SUPPLIER's personal data in accordance with the Federal Data Protection Act.

15. Sustainability and Social Responsibility

- 15.1. The SUPPLIER undertakes to comply with all applicable legal requirements and internationally recognized standards on human rights, labor conditions, environmental and climate protection, and ethical business conduct in the execution of this contract.
- 15.2. The SUPPLIER shall specifically comply with the Supplier Code of Conduct issued by the CUSTOMER, available at: <https://www.baumann-group.com/about-us/company/suppliers>.
- 15.3. The SUPPLIER shall take appropriate measures to identify, prevent, and mitigate risks of adverse impacts on human rights, the environment, and ethical business conduct in its supply chain (supply chain due diligence obligations).
- 15.4. In the event of a serious or repeated breach of these obligations, the CUSTOMER shall be entitled to terminate the contract without notice. Further claims for damages shall remain unaffected.

16. Choice of Law, arbitration, waiver, salvatory clause, written form

- 16.1. These GTC as well as all CONTRACTS and ADDITIONAL TERMS shall be governed by German law, with express exclusion of the United Nations Convention on Contracts for the International Sale of Products (CISG).
- 16.2. All disputes in connection with the GTC including ADDITIONAL TERMS or CONTRACTS as well as its validity shall be finally settled in accordance with the arbitration rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts. The seat of arbitration is Zurich, unless
- The BAUMANN COMPANY's registered place of business is located in Singapore or the People's Republic of China – the seat of arbitration is Hong Kong;
 - The BAUMANN COMPANY's registered place of business is located in the United States of America or Mexico – the seat of arbitration is New York.

There must be three arbitrators. The language of arbitration shall be English. The applicable statutory law shall be German Law, with express exclusion of the United Nations Convention on

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Contracts for the International Sale of Products (CISG). The arbitration rules that are valid when the arbitration proceedings are filed apply (can be downloaded at: www.dis-arb.de)

16.3. The CUSTOMER's omission to demand the observation of any provisions under the GTC shall not be regarded as a waiver, amendment or release of the SUPPLIER from observation thereof.

16.4. If any of the provisions of these GTC is or shall become wholly or partly invalid or unenforceable for any reasons, the remaining provisions of the GTC shall remain valid and binding and be regarded as though the invalid or unenforceable provision would not exist herein unless, in lieu of same, the regulations of the applicable statutory provisions should apply.

16.5. Changes to this GTC are only valid if made expressly and in writing. This also applies to this written form requirement.

Note:

We store personal data of our suppliers and comply with the legal provisions. Data are stored for the purpose of processing and performing previously finalised transactions as well as ongoing transactions and to lay the groundwork for new contracts and similar business relationships.

Within the limits of the statutory provisions, the SUPPLIER may request information about its personal data stored by the CUSTOMER or the BAUMANN GROUP.

The SUPPLIER must contact the CUSTOMER directly if it believes that the CUSTOMER's conduct is in breach of the applicable laws. If this complaint is justified, the CUSTOMER shall immediately remedy the breach. There is no need for a disciplinary warning letter or court action in such cases. We have to point out that the absence of any risk of repetition means that the SUPPLIER shall have to bear the resulting costs itself if it should issue a disciplinary warning letter or instigate court action to assert the breach of current legislation.

17. Signatures

CUSTOMER

Representative 1

Place: _____

Date: _____

Name: _____

Signature: _____

Representative 2

Place: _____

Date: _____

Name: _____

Signature: _____

SUPPLIER

Representative 1

Place: _____

Date: _____

Name: _____

Signature: _____

Representative 2

Place: _____

Date: _____

Name: _____

Signature: _____