

1. Conclusion of Agreement

1.1 These Conditions of Purchase shall apply exclusively to orders placed by us. Conditions of supply of the supplier shall only apply in lieu of our Conditions of Purchase if we expressly confirm this in writing.

Our Conditions of Purchase also apply if we, in the knowledge that the conditions of the supplier either contradict or derogate from our Conditions of Purchase, accept the delivery from the supplier without reservation.

1.2 We are only legally obliged with regard to the scope and subject of the order subject to our order submitted in writing, by e-mail, fax or electronically. The order shall not be binding on us unless it has been confirmed in writing, by e-mail, fax or electronically within 14 days from the date of our order, stating price and delivery time.

1.3 Only the drawings attached to the orders shall be valid. The supplier shall examine these order documents with each order or release request.

1.4 For frame agreements only our individual release requests are binding orders.

1.5 Our Conditions of Purchase also apply to all future orders.

1.6 Events of force majeure, which include in particular strike, natural disasters, riots, war, sanctions, embargoes, epidemics, pandemics, government measures, etc., as well as transport disruptions, lock-outs and other operational disruptions at our suppliers which bring about an interruption or restriction to our production or prevent us from accepting the goods ordered from the supplier as agreed we shall be released from our obligations under the agreement for the duration and in the scope of the effect thereof to the extent that we cannot remedy such disruption using reasonable means. If such events last longer than 3 months each party shall be entitled to terminate the agreement with a notice period of two weeks or to withdraw from the agreement. If a party intends to withdraw from the agreement it shall inform the other party without undue delay after gaining knowledge of the implications of the event even if an extension to the delivery period had been agreed initially.

2. Price

2.1 The price specified in the confirmed order shall be a fixed price for the entire duration of the order and, unless otherwise agreed, including packaging.

2.2 The supplier is not entitled to increase prices after conclusion of the contract, not even as a result of changed or unforeseeable circumstances.

3. Delivery, Delivery Time and Packaging

3.1 The goods supplied shall comply in particular with the released samples, particularly with regard to design, scope and the mode of delivery. The order shall be executed by the date specified. We are not obliged to accept part shipment or excess shipments to which we have not consented.

3.2 Unless otherwise agreed, delivery and transfer of risk shall be DDP, Faulhaberstraße 1, 71101 Schönaich (Incoterms 2020).

3.3 In the event of a delay in delivery, the supplier shall pay compensation for the losses incurred thereby. In any event, we are however entitled to demand 1 % of the value of the portion of the delivery which is in arrears for each full week of culpable delay, up to a maximum of 5 % of this value. We are entitled to claim the contractual penalty in addition to performance; the reservation is timely if it is declared to the supplier within 14 calendar days at the latest, calculated from the actual receipt of the goods or services. Moreover, we are entitled to claim a higher default loss taking this sum into account. If a reasonable deadline has been set and expired without results, we are also entitled to withdraw from the agreement and demand compensation for non-performance. If we demand compensation the supplier has the right to prove to us that it was not responsible for the breach of duty.

3.4 The supplier is responsible for the professional packaging of the goods so that they are adequately protected from damage, moisture and other external influences during transport and storage. The supplier shall choose the packaging, marking and labelling of the goods in such a way that they comply with the legal provisions at the place of performance and - if agreed - with any additional requirements we may have. The supplier shall ensure the use of environmentally friendly packaging (in particular with regard to material and volume).

3.5 The supplier may not make any changes to the delivery item and the agreed specifications without our prior written consent, nor may the supplier make any other changes that affect the performance or features of the delivery item. The supplier must inform us of improvement and technical modification possibilities. The supplier must notify us immediately in writing of any reservations about a type of execution of the delivery item that we may wish to have.

4. Terms of Payment

4.1 Invoices and other receipts shall be submitted stating the date of delivery, our order number and the drawing number with index of the delivered goods, preferably in electronic form to the address notified by us to the supplier for this purpose, otherwise in the original by post.

4.2 Unless otherwise agreed, payment shall be made, at our discretion, either within 14 days less a discount of 3 %, or net within 30 days from receipt of invoice, however no earlier than date of receipt of the goods. Default shall commence at the earliest 30 days after receipt of the performance or, if we receive an invoice after receipt of the performance, at the earliest 30 days after receipt thereof.

4.3 The supplier is not entitled, without our prior written consent, which may not be unreasonably refused, to assign its claims against us or have them collected by third parties. In the event of a valid extended retention of title such consent shall be deemed to have been granted.

4.4 We are entitled to withhold payment in whole or in part pending remedy of defects in the goods of a consignment; as a rule twice the amount required to remedy the defects can be retained.

4.5 Payments do not constitute acknowledgement that goods and services rendered comply with the terms of the contract.

4.6 The supplier is not entitled to set off our claims or assert a right of retention unless the supplier's claims are undisputed or have been declared final and absolute by a court.

4.7 If, after the respective conclusion of the contract, we become aware of circumstances which (i) give rise to the suspicion that the financial situation of the supplier has deteriorated considerably in comparison with its financial situation at the time of the conclusion of the contract or (ii) reduce the creditworthiness of the supplier, we shall be entitled to demand that the supplier provide security, e.g. a bank guarantee, even subsequently, to secure any advance payments made by us.

5. Defects in Goods

5.1 An initial sample / initial supply inspection report must accompany the goods for first-time shipments.

5.2 The supplier shall carry out an outgoing goods inspection. Upon receipt of the goods we will verify compliance with the amount ordered and whether there are any outwardly visible transport damage or obvious defects. If we discover any damage or defect in the course of the inspections specified above, we shall report this within 10 calendar days of receipt of goods. If such a defect arises later we shall also report this within 5 working days of discovery. We are not obliged to carry out a further-reaching incoming goods inspection. In this respect, the supplier waives the objection of delayed notification of defects.

5.3 In the event of non-performance or defective performance of the contract or any other breach of duty by the supplier, the supplier shall compensate us for all damages arising directly or indirectly therefrom, unless the supplier is not responsible for the non-performance or defective performance or the other breach of duty. In the case of the delivery of defective goods, we may - without prejudice to further statutory and contractual claims - at our own discretion demand either the rectification of the defect (repair) or the delivery of a defect-free item (replacement delivery). If the supplier does not comply with the chosen type of supplementary performance within the reasonable period set, we shall be entitled to remedy the defect ourselves or to have it remedied by a third party and to demand reimbursement of the necessary expenses from the supplier. Setting a deadline shall be dispensable in particular if the supplementary performance by the supplier is unreasonable for us (in particular due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage) or has failed. Supplementary performance shall also include the removal of the defective goods and the re-installation of the defect-free item including the costs required for this, provided that the goods have been installed in another item or attached to another item by us or our customer in accordance with their type and intended use. In all other respects, the supplier shall be liable as prescribed by statute for material and legal defects in the goods supplied, for the absence of guaranteed quality, for fraudulent intent and for infringement of accessory obligations to apply due care and to provide information. The limitation period for claims for defects shall be 36 months from the date of receipt of the goods at our premises.

5.4 The statute of limitations for replaced or repaired parts shall be suspended for the period between occurrence of the defect and remedy thereof unless the replacement or repair is made without any recognition of an obligation. The limitation period shall not expire until six months after remedy of the defects.

5.5 The supplier shall bear the risk and freight costs for return shipments of defective goods. The supplier shall reimburse us for costs incurred for subsequent inspection and sorting out of faulty goods. This shall also apply if the defects are not ascertained until the goods have been put to use.

5.6 For products which are sold on without having undergone substantial modification the supplier shall release us from warranty claims under the law on sales, including law on sales of consumer goods and from product liability claims and manufacturer's liability claims.

5.7 If product liability claims or manufacturer's liability claims are filed against us the supplier shall release us from such claims at first request in as far as the damage was caused by the goods supplied by the supplier, unless fault of the supplier is required under statute and such fault is not present.

If claims are filed against us by third parties and if we pay compensation to such third parties for losses incurred the supplier shall reimburse our damages and expenses, including the actual costs incurred by such legal measures, if and in as far as we are entitled to demand exemption under sentence 1. If claims are filed against us by third parties on the grounds of liability without fault owing to mandatory foreign law, the supplier shall indemnify us and hold us harmless to the extent that it would be directly liable. The supplier shall only be liable if the supplier is at fault in as far as the goods supplied by the supplier caused the damage; the liability of the supplier also includes any costs of legal action. We can also take legal action against the supplier in the above mentioned cases before a foreign court at which we face legal action initiated by a third party on the grounds of product liability.

- 5.8 To the extent that we are obliged to recall products owing to a defect caused by the supplier's goods or where a product recall is in the interest of the supplier and in accordance with the supplier's will, the supplier shall assume the costs thereof. If the costs must be apportioned owing to the fact that there is more than one responsible party §§ 5 and 6 German Product Liability Act shall apply accordingly.
- 5.9 Furthermore, we are entitled to possible statutory recourse claims within a supply chain (§§ 445a, 445b, 478 BGB) in addition to the above claims for defects without restriction. In particular, we are entitled to demand exactly the type of supplementary performance (repair or replacement) from the supplier that our end customer demands from us in the individual case.
- 5.10 We and our customers are entitled after prior announcement to inform ourselves during the normal operating hours on the manufacturing grounds and in the manufacturing site of the supplier with respect to the manufacturing procedures at the supplier and the observance of the contractual obligations of the supplier. At least three working days' notice shall be given. The confidentiality requirements of the supplier shall be taken into account in this context. The supplier shall ensure that we and our customers are able to implement the measures set out under clause 5.10 upon request at subcontractors and at its own suppliers as well.

6. Production Means and Drawings

- 6.1 We shall be entitled to all intellectual property rights and copyrights to all means of production such as models, samples, tools, moulds, gauges, drawings and the like which a) are provided by us, b) are paid for by us or c) are manufactured by the supplier according to our specifications. The supplier shall assign to us free of charge any intellectual property rights and copyrights that may have accrued to it in relation to such means of production. The supplier is entitled to use the means of production exclusively for the contractual performance and during the respective term of the contract. For this purpose, the supplier shall receive a non-exclusive right to use our trademark, patent, utility model, design and other intellectual property rights as well as copyrights (hereinafter „Protected Rights“) limited to the scope of use required for the contractual performance in each case. The supplier shall not sublicense, transfer, assign or otherwise dispose of the rights of use granted to it in respect of our Protected Rights.
- 6.2 Means of production which we have provided or which have been produced by the supplier according to our specification shall not be sold, pledged or otherwise passed on to third parties or used by the supplier for its own purposes without our prior written consent. The same shall apply to any other items produced using such means of production.
- 6.3 Insofar as means of production have been manufactured in whole or in part at our expense, the supplier shall transfer ownership thereof to us. Instead of handing over the means of production, the supplier shall carefully store and insure them on loan for us free of charge so that they can be used at any time. The means of production may not be used for third parties or for the supplier's own purposes. Should the means of production no longer assure the required quality this shall be repaired or re-manufactured by the supplier at the supplier's expense. We are entitled to demand the means of production from the supplier without additional costs after completion of the performance or otherwise at any time for good cause (e.g. in the event of delivery difficulties for which the supplier is responsible or repeated poor quality in the supplier's performance) without the supplier being entitled to a right of retention.
- 6.4 Once our order has been completed the means of production provided by us or manufactured for our account shall be returned or surrendered to us upon request.
- 6.5 Material with which we have provided the supplier for the purpose of executing the order shall remain our property and shall be clearly marked as such and stored separately and free of charge; the processing or transformation of such material with other materials which are not our property shall be carried out for us. A new product which is produced using material provided by us shall be held in safe-keeping for us by the supplier free of charge. If such material is processed or transformed with other merchandise which is not the property of the supplier we shall have joint ownership in the resultant new product in the ratio of the value of the material provided by us and processed or transformed to the value of the other processed or transformed items at the time of processing or transformation. If the material provided is irreversibly mixed or combined using other items which

do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the material provided to the other mixed or combined items at the time of mixing or combining. If the mixing or combining process takes place in such a way that the supplier's item must be regarded as the main item, the parties shall be deemed to have agreed that the supplier shall transfer to us joint title in the new item in the ratio of the value of the material provided to the other mixed or combined items at the time of such combining or mixing. We accept such transfer of title. The supplier is not authorised to dispose of the material provided by us in legal transactions. The supplier shall inform us without undue delay of any pledge or other impairment by third parties affecting the material provided by us or any newly manufactured item in which we have (co-)ownership so that we can file a claim pursuant to § 771 German Code of Civil Procedure (ZPO). If the third party is unable to reimburse the costs incurred in or out of court of a claim pursuant to § 771 of the German Code of Civil Procedure (ZPO), the supplier is liable for our loss.

- 6.6 Our consent to drawings, calculations and other technical documents shall have no effect on the sole responsibility of the supplier for the agreed performance. This shall also apply to proposals and recommendations made by us. Amendments discussed between the supplier and ourselves with regard to the goods supplied must be confirmed in writing; any departure from this written form requirement must also be in writing. If this does not occur the supplier shall bear sole responsibility for the amendment. For amendments which do not pertain to the goods supplied clause 6.6 sentence 1 shall apply.

7. Material Compliance

- 7.1 The Supplier warrants that all supplied goods comply without restriction with the requirements of Directive 2011/65/EU („RoHS“) as amended from time to time. This shall also apply in particular to goods that are not subject to the legal scope of RoHS and also if the supplier is not the manufacturer of the supplied goods or does not have its registered office in the territorial scope of the RoHS Directive. Excluded from this are solely goods whose material is completely and clearly specified by us. The supplier also undertakes to provide us with complete information on the use of RoHS-regulated substances as well as on the use of approved exemptions in the supplied goods in the form requested by us.
- 7.2 The supplier warrants that all supplied goods comply without restriction with REGULATION (EC) No 1907/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL („REACH Regulation“), as amended from time to time, and that he makes and maintains the necessary registrations of the goods within the applicable time limits. The supplier is also obliged to inform us without being asked about the use of substances in its goods that are subject to the REACH Regulation. This applies in particular to the use of substances which are on the „List of Substances of Very High Concern“ (<https://echa.europa.eu/de/candidate-list-table>) current at the time of delivery, insofar as they are contained in a concentration of more than 0.1% by mass (w/w) per product. The information must contain at least the name, the CAS No. and the concentration of the substance in the article in mass percent. The obligation also applies explicitly if the supplier does not have its registered office in the territorial scope of the REACH Regulation.
- 7.3 In addition, the supplier assures compliance with the „FAULHABER Conflict Minerals Policy“ (available at www.faulhaber.com) and is obliged to provide us with the necessary information in the form requested by us upon request.
- 7.4 Upon request, the supplier is obliged to provide us with further necessary information on the substances of the supplied goods in the form requested by us or in any other suitable form or to procure this information itself within its supply chain, insofar as this is reasonable for the supplier. The information and details on certain substances are necessary for us in particular if (i) we need them to fulfil our own customers' request for information in order to comply with the local laws or other binding regulations applicable to our customers or (ii) this information is required by us to comply with international regulations on substance restrictions and bans.

8. Supply Chain Due Diligence

- 8.1 The supplier is obliged to adequately fulfil the due diligence obligations of the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz - LkSG) as amended from time to time. This shall also apply if the supplier itself does not fall within the scope of application of the LkSG.
- (a) The due diligence obligations cover in particular the establishment of a risk management system, the performance of risk analyses, the taking of preventive and remedial measures and the establishment of a complaints procedure.
- (b) Due diligence shall address human rights and environmental risks, in particular child labour, forced labour, failure to comply with occupational health and safety obligations and freedom of association, unequal treatment in employment, failure to pay an adequate wage, and the use of mercury, persistent organic pollutants and hazardous waste.
- (c) Excluded from the supplier's due diligence obligations is the reporting obligation and the obligation to issue a policy statement.

- 8.2 The Supplier shall endeavour to oblige its sub-suppliers and subcontractors to the same extent.
- 8.3 Upon request, the supplier shall confirm to us compliance with the due diligence obligations incumbent upon it and provide evidence thereof by means of appropriate documentation. We are entitled to verify through our own employees or third parties by means of on-site audits and/or other suitable measures once a year and also when there is an appropriate reason whether the supplier fulfils the obligations according to clauses 8.1 and 8.2. The supplier shall provide reasonable access to the relevant areas and documents. The audit shall take place during the supplier's business hours and shall not interfere with the supplier's business operations. We will give the supplier reasonable advance notice of the audit.
- 8.4 An appropriate reason within the meaning of clause 8.3 exists if we must expect a significantly changed or significantly expanded risk situation at the supplier or at its sub-suppliers or subcontractors.
- 8.5 Unless there are legal obligations to disclose, the parties shall comply with the data protection provisions applicable in the specific case and shall oblige third parties engaged by the respective receiving party accordingly.
- 8.6 If the supplier breaches an obligation under clause 8.1 and/or 8.2, we may set a reasonable deadline for the supplier to end the breach and/or otherwise remedy the breach. If the supplier does not end the breach or provide other remedy within the deadline and provides us with appropriate evidence thereof, we may terminate the contract with immediate effect. The supplier shall not be entitled to any compensation, damages or other claims arising from or in connection with such termination.

9. Confidentiality

- 9.1 Unless we have concluded a separate non-disclosure agreement with the supplier, which takes precedence, the supplier shall be obliged to keep confidential the Confidential Information within the meaning of clause 9.3 which it becomes aware of in the course of the business relationship with us and to protect it from access and knowledge by third parties, in particular by means of appropriate technical and organisational measures, and shall impose a corresponding obligation of confidentiality on any of its employees and vicarious agents involved in the performance of the contractual services.
- 9.2 The obligations under clause 9.1 above shall apply for the term of the respective agreement or its performance and for a period of five years thereafter. To the extent that Confidential Information constitutes business secrets within the meaning of the respective applicable law, the obligations under the preceding clause 9.1 shall apply for as long as the Confidential Information constitutes business secrets within the meaning of the respective applicable law.
- 9.3 „Confidential Information“ for the purposes of these Conditions of Purchase means any written, oral, electronic, visual, or any other communication, document, material or other information from us, whether tangible or intangible, including without limitation our data, Protected Rights, know-how, technical and non-technical information, means of production, specifications, prices and other operational information, including all reproductions thereof, transmitted or otherwise made available to the supplier in connection with the supplies under these Conditions of Purchase, whether expressly marked „confidential“ or „proprietary“ or whether our intention to keep such information confidential arises from the nature of the information or otherwise.
- 9.4 Information shall not be deemed to be Confidential Information to the extent that the supplier can prove that such information:
- was known to it, generally known or freely available to the public at the time it was transmitted or made available;
 - became generally known or freely accessible to the public after it was transmitted or made accessible without any direct or indirect breach of a duty of confidentiality towards us;
 - were transmitted or made accessible to the supplier by a third party authorised to do so outside the scope of a confidentiality obligation towards us after they were transmitted or made accessible;
 - were created or developed by the supplier without the use of, or reference to, our Confidential Information;
 - is expressly identified or described by us in writing as non-confidential; or
 - is required to be disclosed by the Supplier pursuant to a final court or regulatory order.
- 9.5 Our orders are also to be treated confidentially. The supplier may only name us as a reference to third parties with our prior written consent.

10. Other obligations of supplier

- 10.1 The supplier is obliged to observe the Act Governing a General Minimum Wage (Gesetz zur Regelung eines allgemeinen Mindestlohns, MiLoG) and the Act on Mandatory Working Conditions for Employees Posted Abroad and for Employees Usually Employed in Germany (Gesetz über zwingende

Arbeitsbedingungen für grenzüberschreitend entsandte und für regelmäßig im Inland beschäftigte Arbeitnehmer und Arbeitnehmerinnen, AEntG) each as amended from time to time, and in particular to pay its employees the statutory minimum wage. If a claim is made against us in accordance with the provisions of the MiLoG or AEntG by employees of the supplier or of a subcontractor commissioned by the supplier or of a lender, the supplier shall indemnify us against liability and reimburse any costs incurred by us as a result of the claim, unless the supplier is not responsible for this.

- 10.2 The supplier is obliged to take out product liability insurance in an appropriate amount with worldwide validity (incl. USA & Canada) for its legal and contractual obligations existing in connection with the supply and to maintain it throughout the supply relationship. Upon our request, the supplier shall provide corresponding proof of insurance.
- 10.3 The supplier undertakes to comply with our currently valid Code of Conduct (<https://www.faulhaber.com/en/about-faulhaber/code-of-conduct/>) which forms an integral part of the business relationship and to impose these obligations to his subcontractors and sub-suppliers accordingly. Furthermore, both the FAULHABER Drive Systems Supplier Manual and the Dr. Fritz Faulhaber GmbH & Co. KG Supplier Manual in their respective current version shall be the part of the supply contract. The supplier manuals are accessible at any time in our supplier portal and will also be made available to the supplier upon request.

11. Export Controls

- 11.1 The supplier shall comply with all requirements of applicable national and international customs and foreign trade law and ensure that any subcontractors of the supplier also comply with the regulations.
- 11.2 The supplier shall notify us in writing without delay, at the latest two weeks after receipt of the order, and in the event of changes to the order, of all information and data which we require to comply with the applicable regulations for export, import and re-export, in particular:
- the export list number according to Annex AL to the German Foreign Trade and Payments Regulation or comparable list items of relevant export lists,
 - for US goods, the ECCN (Export Control Classification Number) according to the US Export Administration Regulations (EAR),
 - the commercial origin of its goods and of the components of its goods, including technology and software,
 - whether the goods were transported through the US, manufactured or stored in the US, or manufactured using US technology,
 - the commodity code number according to the current commodity classification of foreign trade statistics and the HS code of its goods;
 - the country of origin (non-preferential origin) and, if requested by us, supplier declarations of preferential origin (for European suppliers) or certificates of preference (for non-European suppliers).
- 11.3 Obtaining the information governed by clause 11.2 shall not relieve the supplier from bearing sole responsibility for applying for and obtaining the respective official permits for the export and import of the goods to us or for our benefit, unless expressly provided otherwise in the order.
- 11.4 In the event of a breach by the supplier or one of its subcontractors of the applicable provisions of national and international customs and foreign trade law, the supplier shall compensate us for all damages arising from the non-compliance for which it or its subcontractor is responsible and shall indemnify us in full against all claims by third parties.

12. Partial Invalidity

If any provision of these Conditions of Purchase is or should become invalid, this shall not affect the validity of the remaining provisions. The parties are obliged to replace the ineffective provisions with a provision that comes as close as possible to it in terms of economic success.

13. Place of Performance, Place of Jurisdiction, Applicable Law

- 13.1 Place of performance for the obligations of both parties shall be Faulhaberstraße 1, 71101 Schönaich, Germany.
- 13.2 The contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 13.3 Exclusive place of jurisdiction for all disputes arising from the contractual relationship with the supplier shall be the domicile of our principal place of business in Faulhaberstraße 1, 71101 Schönaich, Germany. We reserve the right to also assert claims at the supplier's headquarters or branch office, insofar as this is not mandatory by law anyway.

May 2023