

General Terms and Conditions of Purchase and Order

GenSys GmbH | Version 01/2026

1. Scope of Application

1.1 These General Terms and Conditions of Purchase and Order (AEB) apply to all purchase orders, orders and other contractual relationships between GenSys GmbH (hereinafter "GenSys") and its suppliers (hereinafter the "Supplier"). They shall also apply to all ongoing and future transactions without our having to refer to them again in each individual case.

1.2 Conflicting, deviating or supplementary terms and conditions of the Supplier shall not become part of the contract, even if we do not expressly object to their applicability. This shall also apply if we accept deliveries or services without reservation or make payments. Deviations from these AEB and ancillary agreements require our express confirmation in text form (e.g. email) to be effective and shall apply only to the respective individual case.

1.3 These AEB apply only to entrepreneurs within the meaning of section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.

2. Offer and Conclusion of Contract

2.1 Offers must be submitted to us free of charge. The Supplier must comply with our enquiry/invitation to tender in its offers in respect of quantities, quality and execution. Deviations must be expressly, fully and clearly identified in the offer. If the Supplier specifies a different period for which its offer is binding, it must state this expressly; otherwise it shall be bound by its offer for 2 months from receipt.

2.2 Our purchase orders and other legally operative declarations shall be binding only if issued by us in text form (e.g. email) or confirmed in text form.

2.3 Automated or machine-generated purchase orders shall also be valid without a handwritten signature if the purchase order document contains a corresponding statement. Oral agreements or undertakings, including those made by telephone, shall become effective only if confirmed by us in text form.

2.4 Each purchase order must be confirmed by the Supplier in text form within 5 calendar days of the purchase order date, specifying the binding delivery date, the price, any discounts and our order number. An order confirmation that deviates from the purchase order shall constitute a new offer and shall become effective only if confirmed by us in text form. If no confirmation is received within the period, we shall be entitled to revoke or cancel the purchase order; statutory rights remain unaffected. By confirming the order, the Supplier acknowledges the drawings, specifications and other documents attached to the purchase order as binding; deviations require our consent in text form. Our purchase order number, date and article number must be stated in all correspondence, invoices and shipping documents.

2.5 Where a framework agreement in text form exists with the Supplier for specific products, we waive a separate order confirmation for purchase orders or call-offs for those products. Individual purchase orders under the framework agreement shall become effective if the Supplier does not object within 5 working days of receipt. An order confirmation that deviates from the purchase order shall become effective only if confirmed by us in text form. Call-offs in accordance with an agreed delivery schedule do not require confirmation.

3. Prices

3.1 Unless expressly agreed otherwise, the agreed prices are fixed prices in euros plus value added tax at the statutory rate applicable at the time.

3.2 The prices include remuneration for all supplies and services entrusted to the Supplier, including all ancillary services (in particular packaging, transport, insurance, documentation, test/acceptance certificates and other necessary documents), and are for delivery free to the receiving location designated by us.

3.3 Price increases or reservations of the right to adjust prices require our express confirmation in text form. Without such confirmation, the prices originally agreed shall continue to apply.

3.4 Payment shall be made at our option. The payment period shall commence on the working day following receipt of a proper and verifiable invoice and receipt of the goods or acceptance/performance of the service, whichever is later. At our option, we shall pay (i) within 14 days less a 3% cash discount, or (ii) within 30 days less a 2% cash discount, or (iii) within 60 days net. Invoices described as payable "promptly" or "immediately" shall generally be paid within 30 days less a 2% cash discount. Invoices that cannot be verified or do not contain the legally required information or comply with the legally required formats shall not trigger a payment period.

4. Dates and Periods

4.1 Agreed delivery and performance periods shall commence on the date of our purchase order unless expressly agreed otherwise. Delivery and performance dates are binding and must be observed as fixed deadlines.

4.2 If the Supplier becomes aware that agreed dates or periods cannot be met in whole or in part, it must notify us without undue delay in text form, stating the reasons and the binding replacement date. Irrespective of this, the Supplier remains obliged to take all reasonable measures to meet the original date or minimise the delay.

4.3 Early deliveries, partial deliveries or excess deliveries are permissible only with our prior consent in text form.

Otherwise, we shall be entitled to refuse acceptance or return or store the delivery at the Supplier's cost and risk; this shall neither cause our payment to become due nor bring its due date forward.

5. Place of Performance, Partial Deliveries, Dispatch and Insurance

5.1 The place of performance for all supplies and services to be provided by the Supplier shall be the receiving location designated by us.

5.2 The Supplier must deliver the goods free to the receiving location designated by us at its own cost and risk (including packaging, transport, loading, unloading, insurance and other ancillary services). The risk of accidental loss and accidental deterioration shall pass only upon handover at the receiving location.

5.3 We are not obliged to accept partial, excess or short deliveries that have not been agreed. The values determined by us during incoming inspection shall be decisive for unit quantities, dimensions and weights.

5.4 On the day of dispatch, the Supplier must send us a dispatch notification and enclose a delivery note with the shipment. The dispatch notification and delivery note must contain at least our purchase order number, quantity, exact description of the goods and article/part number. If information is missing or incomplete, we shall be entitled to refuse acceptance of the shipment or delay acceptance/allocation until clarification; any resulting additional costs shall be borne by the Supplier.

5.5 The Supplier must, at its own expense, insure goods completed for the contract and made ready for dispatch/collection at replacement value against accidental loss (in particular through fire and theft), accidental deterioration and culpable damage until handover at the receiving location.

5.6 We may temporarily refuse acceptance of the items to be delivered insofar as events of force majeure or other circumstances beyond our control (including industrial disputes) make acceptance impossible or unreasonable. In that event, the Supplier must store the items properly at its own cost and risk and, upon our request, deliver them again without undue delay after the impediment has ceased.

6. Items Provided by GenSys and Documents

6.1 Items provided by GenSys (in particular materials, tools, fixtures, drawings, samples and other documents) must be kept by the Supplier free of charge, with due care and separately from its own stocks, and must be clearly marked as GenSys property. The Supplier shall be liable for loss of or damage to the items provided in accordance with the statutory provisions. It must notify us without undue delay in text form of any legal or factual interference (e.g. attachment, third-party rights of retention, seizure or creditor access) and take all reasonable measures to prevent/minimise damage.

6.2 Items provided by GenSys shall be processed or transformed on behalf of GenSys and shall remain GenSys property at every stage of processing or transformation. If they are processed, combined or mixed with other items not owned by GenSys, we shall acquire co-ownership of the newly manufactured item in the ratio of the value of the items provided to the value of the other processed items plus the Supplier's processing expenses at the time of manufacture. The Supplier shall hold the property or co-owned property in safe custody for GenSys free of charge.

6.3 At its own expense, the Supplier must provide us, in good time before manufacture begins and upon request during performance, with complete and up-to-date documents relating to the parts/services to be supplied (in particular drawings, specifications, bills of materials, test and acceptance documents, evidence of conformity and material certificates). The Supplier grants GenSys a non-exclusive, transferable right, unlimited in time and territory, to use these documents for procurement, use, maintenance, repair and the provision of spare parts for the items supplied. The Supplier shall ensure that GenSys is not restricted by third-party rights in its use of the documents; the Supplier shall obtain any necessary rights/licences at its own expense.

6.4 Technology, know-how and all related oral, written or graphical guidance, advice and information from GenSys, as well as all documents provided, are confidential and remain the intellectual property of GenSys. The Supplier may use them exclusively for performance of the respective contract and may not make them accessible, in whole or in part, to third parties (including subcontractors) without GenSys's prior consent, unless this is necessary for performance of the contract and the third party has first been bound to confidentiality to at least the same extent. Upon termination of the contract, the Supplier must, upon request, return all documents and data storage media, including electronic copies, without undue delay or destroy them with evidence of destruction; statutory retention obligations remain unaffected.

7. Invoices

7.1 Invoices must be submitted separately for each purchase order after the contractual supply/service has been provided. As a rule, invoices must be transmitted electronically to the invoice address designated by us and, where required by law, as electronic invoices (e-invoices) in the format prescribed by law at the time. Each invoice must contain our purchase order number, date, article/part number, quantity/scope of services and the legally required invoice information (in particular VAT shown separately); the VAT identification number must be stated. If information is missing or incorrect, we shall not be in default in payment until it has been completed/corrected.

7.2 Payment and cash discount periods shall be governed by clause 3.4. They shall not commence before receipt of a proper and verifiable invoice, receipt of the goods or, in the case of services, their acceptance and, where

documentation or similar documents form part of the scope of supply/services, their contractual handover to GenSys. In the event of early delivery or early acceptance, the payment period shall commence no earlier than the agreed delivery date specified in the purchase order or the agreed acceptance date, as applicable.

7.3 Payments shall be made, at our option, by bank transfer or another customary commercial payment method. For payment to be timely, it is sufficient for the payment order to be issued to our payment service provider/bank on the due date.

7.4 Default in payment shall arise in accordance with the statutory provisions. Default interest shall be calculated in accordance with the statutory provisions.

7.5 GenSys may exercise rights of set-off and retention to the extent permitted by law.

7.6 In the event of defective supplies or services, we shall be entitled to withhold payments until proper performance without losing agreed rebates, cash discounts or similar payment benefits.

8. Assignment, Set-off and Rights of Retention

8.1 Without our prior consent in text form, the Supplier shall not be entitled to assign claims or other rights arising from the contractual relationship to third parties, in whole or in part, or have them collected by third parties. Section 354a of the German Commercial Code (HGB) remains unaffected; in that event, we shall be entitled to make payment to the Supplier with discharging effect. The Supplier must notify us of an assignment without undue delay in text form.

8.2 Advance assignments under a retention of title by the Supplier's upstream suppliers remain permissible. Our consent shall be deemed granted to that extent, subject to the proviso that we may also set off counterclaims acquired by us after notification of the assignment.

8.3 The Supplier may set off only undisputed counterclaims or counterclaims established by a final court judgment. It may exercise rights of retention only insofar as they arise from the same contractual relationship and the counterclaim is undisputed or has been established by a final court judgment. Otherwise, the Supplier shall not be entitled to refuse or withhold performance on account of counterclaims arising from other transactions in an ongoing business relationship.

9. Quality, Rights in Respect of Defects and Limitation Periods

9.1 In its supplies and services, the Supplier must comply with the recognised rules of engineering, the applicable statutory and official requirements, safety regulations and the agreed technical data and specifications. Changes to the items to be supplied or to the manufacturing/testing process that may affect function, safety, quality, interchangeability or approvals require our prior consent in text form.

9.2 Our examination or release for series production of drawings, samples, prototypes or technical information shall not relieve the Supplier of its responsibility and warranty obligations. In particular, our examination does not cover adequate dimensioning, correct selection of materials or compliance with the agreed requirements during series production.

9.3 In the case of a commercial sale within the meaning of section 377 HGB, we shall have at least 10 working days from receipt of the goods to notify apparent defects, incorrect deliveries or quantity errors; for complex technical supplies, at least 15 working days. We shall notify hidden defects without undue delay after discovery.

9.4 If an item supplied is defective, we shall have the statutory rights in respect of defects. We shall be entitled, at our option, to demand subsequent performance by remedying the defect or supplying a replacement. Subsequent performance must be carried out without undue delay, free of charge to us and inclusive of all necessary ancillary and consequential costs (in particular transport, travel, labour, removal and installation, testing and material costs).

9.5 If the Supplier fails to fulfil its obligations of subsequent performance within a reasonable period set by us or refuses subsequent performance, we may exercise the statutory rights (in particular withdrawal, price reduction and damages) without setting a further period. In urgent cases (in particular to avert imminent production or operational stoppages or safety risks, or to meet delivery dates agreed with our customers), we shall be entitled to remedy the defect ourselves or procure a replacement elsewhere at the Supplier's expense, even without first setting a period for performance; where reasonable, we shall inform the Supplier in advance.

9.6 The limitation period for claims in respect of defects shall be 24 months from handover of the item supplied at the receiving location designated by us, unless a longer limitation period is mandatory by law or a different period is expressly agreed. For repaired or replaced parts, the limitation period for the respective part shall start anew upon completion of the repair or delivery of the replacement part, but shall be no longer than 12 months and shall end no later than 6 months after expiry of the original limitation period.

9.7 For items supplied that are installed in ships or plants of our customers and whose defects, based on experience, become apparent only during commissioning or acceptance, the limitation period shall instead commence upon delivery of the ship or plant to our customer's customer or, where agreed, upon acceptance; however, it shall end no later than 36 months after handover at the receiving location designated by us unless a longer limitation period is mandatory by law.

9.8 Special statutory provisions and claims arising from intent, gross negligence, injury to life, body or health, and under the German Product Liability Act remain unaffected.

10. Documentation and Evidence Obligations

10.1 For items to be supplied that are designated as safety-relevant or subject to documentation requirements in technical documents or by separate agreement, the Supplier must maintain appropriate, traceable records. In particular, these must record when, how and by whom the items supplied were tested in respect of the characteristics subject to documentation requirements and the results of the required tests/quality tests. Test and manufacturing records must be retained for at least 12 years from delivery and, upon request, made available to GenSys for inspection or provided as copies (including electronically) within a reasonable period, unless mandatory statutory provisions prevent this.

10.2 To the extent legally permissible, the Supplier shall impose obligations to document, retain and provide evidence on its upstream suppliers and subcontractors to at least the same extent. The Supplier shall remain responsible for the complete and timely fulfilment of these obligations.

10.3 Where GenSys customers or authorities request access to production processes or test/manufacturing records to verify and ensure quality, the Supplier shall, upon our request, permit appropriate inspection and provide reasonable assistance. Inspection shall take place during normal business hours, on reasonable prior notice, taking account of the Supplier's legitimate confidentiality interests and only to the extent necessary for the purpose. Where required, GenSys shall support appropriate confidentiality agreements with the third parties; the Supplier may reasonably restrict inspection for important reasons (e.g. occupational safety, protection of trade secrets or official requirements), provided the purpose of the inspection remains achievable.

11. Liability

11.1 We shall be liable without limitation for intent and gross negligence and for culpable injury to life, body or health. Liability under the German Product Liability Act, where a guarantee is assumed or where a defect is fraudulently concealed remains unaffected. In the event of a slightly negligent breach of material contractual obligations (cardinal obligations, i.e. obligations the fulfilment of which is essential to the proper performance of the contract and on compliance with which the Supplier may regularly rely), our liability shall be limited in amount to the typical, foreseeable loss. Otherwise, our liability for slight negligence is excluded.

11.2 Liability of the Supplier. The Supplier's liability shall be governed by the statutory provisions unless expressly agreed otherwise in these terms and conditions of purchase. Deviating or supplementary terms and conditions of the Supplier, in particular limitations of liability in its general terms and conditions, shall apply only if we have expressly consented to them in writing.

11.3 Special obligations of the Supplier, documentation, indemnity and recall. In particular, the Supplier is obliged to: (a) observe the latest state of scientific and technical

knowledge when developing and manufacturing the item to be supplied; (b) comply with all mandatory legal provisions, official requirements, applicable standards and safety requirements; (c) carry out a thorough functional and quality inspection before delivering the product; and (d) document all measures taken to fulfil these obligations in a traceable manner, retain the documentation for at least 12 years and grant us access at any time upon request. If third parties assert claims against us due to a product defect or a breach of duty in connection with raw materials, components or services supplied by the Supplier, the Supplier shall indemnify us against all resulting claims upon first written demand insofar as and to the extent that the cause originates within its sphere of responsibility. The indemnity shall also cover reasonable costs of legal defence. The Supplier shall also reimburse us upon first written demand for all expenses and losses arising from or in connection with a recall, field action or replacement action carried out by us for which the Supplier is wholly or partly responsible (including testing, sorting, removal/installation, transport, information and disposal costs and reasonable internal processing costs).

12. Intellectual Property (IP) Rights and Indemnity

12.1 The Supplier warrants that no third-party rights (in particular patents, utility models, trademarks, designs, copyright or rights in know-how) are infringed in connection with its supplies and services.

12.2 If claims are asserted against us due to an alleged or established infringement of third-party rights in connection with the supply/service, the Supplier shall be obliged to indemnify us against all resulting claims upon first demand in text form. The indemnity shall also cover reasonable costs of legal defence (including court and lawyers' fees) and any settlement amounts insofar as the Supplier is responsible for them. The Supplier shall inform GenSys without undue delay of any such claims of which it becomes aware.

12.3 At its own option and expense, the Supplier must either (i) obtain the necessary rights of use, (ii) modify the supply/service so that no third-party rights are infringed while maintaining the agreed functionality, or (iii) take back the affected items supplied and refund the purchase price if alternatives (i) or (ii) are not possible within a reasonable period.

12.4 Further statutory claims of GenSys remain unaffected.

13. Spare Parts and Changes (Replacement Supply)

13.1 The Supplier shall ensure the supply of spare parts and/or compatible replacement solutions for the items supplied for the contractually agreed period. If no period has been expressly agreed, a minimum period of 10 years from the last delivery shall be deemed agreed unless mandatory statutory or official restrictions prevent this.

13.2 Any changes to parts, in particular to design, materials, manufacturing process, numbering, marking or specification (form/fit/function), must be notified to us in text form in good

time before implementation and require our consent in text form insofar as they may affect function, safety, quality, interchangeability, approvals or spare part compatibility. Upon request, the Supplier must document revision levels, transition arrangements and backward compatibility and provide appropriate change documentation (e.g. change notices or drawing revision levels).

14. Withdrawal and Termination

14.1 For good cause, GenSys shall be entitled at any time to terminate the contract without notice and/or withdraw from it. Good cause shall exist in particular if (i) the Supplier repeatedly or materially breaches essential contractual obligations, (ii) an application for insolvency proceedings over the Supplier's assets is filed, such proceedings are opened or their opening is refused for lack of assets, or (iii) the Supplier suspends payments or other circumstances arise that jeopardise performance of the contract.

14.2 If the Supplier repeatedly provides defective supplies/services or repeatedly fails to meet agreed dates, we shall be entitled, in the case of continuing obligations or successive delivery contracts, to terminate the contract without observing a notice period. Further statutory rights remain unaffected.

15. Data Protection and Confidentiality of Data

15.1 The Supplier acknowledges that we process personal data arising in the course of the business relationship (e.g. contact details of contact persons) for the performance and administration of the contractual relationship and to safeguard legitimate interests. Processing shall comply with the applicable data protection laws.

15.2 If the Supplier processes personal data on behalf of GenSys in the course of providing services, the parties shall conclude a data processing agreement (AVV) before processing begins. Processing on behalf of GenSys is not permitted without such an agreement.

15.3 The Supplier shall implement appropriate technical and organisational measures to protect (personal) data and shall inform GenSys without undue delay of data breaches insofar as they concern data processed by GenSys.

16. Jurisdiction and Applicable Law

16.1 The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be Wismar insofar as legally permissible. However, GenSys shall also be entitled to bring proceedings against the Supplier at its general place of jurisdiction.

16.2 The law of the Federal Republic of Germany shall apply, excluding conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

17. Interpretation and Language Version

17.1 Where an English (or other foreign-language) version of these AEB is provided, it is for information purposes only. In the event of discrepancies or doubts concerning interpretation, the German version alone shall prevail.