

General Terms and Conditions of Purchase of Schmitter Hydraulik GmbH (Version 03/2026)

§ 1 General information, scope of application

- (1) The General Terms and Conditions of Purchase of Schmitter Hydraulik GmbH (hereinafter referred to as "Schmitter Hydraulik") apply to all deliveries and services provided by suppliers to Schmitter Hydraulik. They apply exclusively; any terms and conditions of the supplier that conflict with or deviate from these General Terms and Conditions of Purchase will not be recognised or included unless we have expressly agreed to them in writing in individual cases. The General Terms and Conditions of Purchase shall also apply if we accept the delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from these General Terms and Conditions of Purchase.
- (2) Orders, contracts, changes, agreements and other declarations are only binding if we issue or confirm them in writing. If the supplier does not agree with individual terms and conditions of our order, they must comment on this separately in writing and provide a reason.
- (3) Communication, in particular consultations and agreements, must be conducted with the purchasing department. The affiliation of a Schmitter Hydraulik contact person to the purchasing department can be determined from the contact person's email signature. Agreements with other departments, insofar as they involve changes to the points specified in the contract, require the express written confirmation of the purchasing department in the form of an addendum to the contract.
- (4) If the procedure described in point 3 is not followed, all agreements made between the parties shall initially be subject to reservation. Final approval of the agreements shall only be granted after review by the purchasing department. If such approval is refused, the supplier shall bear all additional costs incurred as a result, including any additional expenses and delay costs, insofar as these are based on agreements made without the prior involvement of the purchasing department and for which the supplier is responsible.
- (5) The General Terms and Conditions of Purchase shall only apply to persons who, at the time of conclusion of the contract, are acting in the exercise of their commercial or self-employed professional activity (entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB)).
- (6) The General Terms and Conditions of Purchase apply in the version valid at the time of conclusion of the contract. Changes or additions to the General Terms and Conditions of Purchase shall be communicated to the supplier in writing. They shall be deemed to have been agreed if the supplier does not object in writing within 14 days of receipt of the notification; Schmitter Hydraulik shall expressly point this out to the supplier in the notification.

§ 2 Order, offer, changes, implementation documents

- (1) A contract between a supplier and Schmitter Hydraulik is concluded by means of an order, commission or delivery call-off (hereinafter referred to as "order") by Schmitter Hydraulik and acceptance by the supplier. If the supplier changes the content of the order prior to acceptance, this constitutes a new offer by the supplier, which must be accepted by Schmitter Hydraulik in order for a valid contract to be concluded.
- (2) Schmitter Hydraulik is bound by the content of orders for a period of one week from the date of placing the order.
- (3) Schmitter Hydraulik is entitled to request changes to the contents of the order and all associated terms and conditions (e.g. delivery time, recipient, etc.) from the supplier during the execution of an order. The supplier shall implement the requested changes, provided they are technically and temporally feasible. The supplier shall explain the effects of the changes in terms of costs, time frame and scope of services to Schmitter Hydraulik in good time. The supplier is obliged to implement the changes only if Schmitter Hydraulik agrees to the adjusted conditions in writing. Changes that lead to an extension of the delivery time must be communicated to Schmitter Hydraulik by the supplier in good time. An extension of the delivery time is only permissible if this is absolutely necessary due to the requested change and Schmitter Hydraulik expressly agrees to it. Otherwise, the provisions on default by the supplier shall apply. Any changes that result in additional costs shall only be borne by Schmitter Hydraulik if they have been justified in advance by the supplier in writing and in a comprehensible manner and have been expressly approved by Schmitter Hydraulik. Schmitter Hydraulik shall only bear those costs that are necessary for the implementation of the change and that have been communicated transparently in advance.
- (4) The documents and templates (e.g. models, templates, etc.) created by the supplier for the execution of the order shall be made available free of charge upon request by Schmitter Hydraulik after fulfilment of the contract. Schmitter Hydraulik shall be granted a non-exclusive, temporally and spatially unrestricted and transferable right of use to use these templates and documents in the event of default by the supplier for the fulfilment of the contract and for the procurement of accessories, for maintenance and repair, for subsequent modifications and for the manufacture of replacement and spare parts by Schmitter Hydraulik or by third-party companies. If necessary and reasonable, the supplier shall also provide other information required for the fulfilment of the contract.
- (5) The supplier shall treat the conclusion of the contract and all information obtained in connection therewith as confidential. Any reference to Schmitter Hydraulik as a reference requires prior consent in writing.
- (6) The supplier shall treat as confidential any information made available to them in connection with the conclusion and performance of the contract, unless such information is or becomes demonstrably public knowledge. This obligation shall continue to apply even after termination of the contractual relationship. Upon request, the supplier shall return all confidential documents or demonstrably delete them, provided that there are no legal obligations to retain them.

§ 3 Price, terms of payment

- (1) Unless otherwise agreed, all prices are quoted free at the specified place of delivery or destination, including all packaging, labelling, insurance, shipping and freight costs. If a price "ex works" or "ex warehouse" has been agreed, Schmitter Hydraulik shall only bear the most favourable freight costs. All costs incurred up to the handover to the carrier, including loading, shall be borne by the supplier. The type of pricing does not affect the agreement on the place of performance.
- (2) A separate invoice must be issued for each order. The invoice must comply with the requirements of the destination country and clearly and comprehensively list the services provided. All delivery documents and invoices must state the order number, order item number, part number and delivery location. If any information is missing, Schmitter Hydraulik is entitled to return the goods and/or reject the invoice for correction and to charge the supplier for the additional expense incurred. If goods are returned, our obligation to pay for the returned goods shall lapse. The payment period shall only commence upon receipt of a proper invoice. If acceptance of the service has been agreed,

the acceptance report must be enclosed with the invoice. The quantities, contents and numbers of items recognised by Schmitter Hydraulik shall be decisive for invoicing. Schmitter Hydraulik reserves the right to accept excess or short deliveries.

- (3) Payments shall only become due once a proper invoice has been issued. All invoices must comply with the legal requirements, in particular those of the VAT Act and the E-RechV in their respective versions.
- (4) In the case of acceptance and inspection of goods received in the event of premature deliveries, the due date shall be based on the agreed delivery date.
- (5) Payments do not constitute acceptance of the invoice or the correctness of the delivery.
- (6) The supplier is only entitled to assign their claims against Schmitter Hydraulik to third parties or to have them collected by third parties with the prior written consent of Schmitter Hydraulik.
- (7) Schmitter Hydraulik is entitled to offset claims of the supplier against claims of companies affiliated with Schmitter Hydraulik within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG), provided that Schmitter Hydraulik names the companies concerned to the supplier upon request.

§ 4 Packaging, labelling, shipping

- (1) The supplier shall package, label and ship the goods in compliance with the packaging standards of Schmitter Hydraulik and any packaging standards of the transport company. Schmitter Hydraulik's packaging standards will be provided on request. Upon request, Schmitter Hydraulik will support the supplier with regard to packaging, labelling, processing and shipping so that the supplier is able to obtain the most economical transport prices.
- (2) The supplier shall not charge any additional costs for packaging, labelling, document preparation and shipping, unless Schmitter Hydraulik has expressly agreed in writing to reimburse the supplier for these costs. Any additional costs must be agreed in advance.
- (3) The supplier undertakes to ensure that all packaging elements and shipping packaging comply with the applicable EU regulations. For deliveries from third countries, an EU declaration of conformity in accordance with European Packaging Regulation (EU) 2025/40 must be provided. This declaration must be submitted to Schmitter Hydraulik without request prior to the first delivery. In addition, the supplier guarantees that the technical documentation prepared by the manufacturer can be made available to Schmitter Hydraulik upon request.
- (4) Packaging must be taken back by the supplier free of charge at the place of delivery of the goods, provided this is possible in accordance with the applicable legal regulations or agreements.
- (5) The supplier is obliged to enclose all necessary shipping documents for each delivery immediately and at the latest upon handover of the goods. If the documents are missing, the supplier is responsible for all associated delays.
- (6) For each delivery, the supplier must comply with customs and NAFTA obligations, requirements for origin marking and labelling, the requirements of the destination country with regard to invoicing and documentation, and the requirements for VAT documentation. The supplier shall notify Schmitter Hydraulik immediately if a delivery is subject to export restrictions in whole or in part. Schmitter Hydraulik shall not be liable for incomplete or incorrect customs or export documents, unless otherwise expressly agreed.
- (7) The supplier guarantees that they comply with all applicable international trade and sanctions laws, including EU regulations and US export regulations. Should the supplier violate these regulations, Schmitter Hydraulik is entitled to terminate the contract without notice.

§ 5 Delivery time

- (1) The delivery time specified in the order is binding, unless otherwise agreed in writing in individual cases.
- (2) The supplier is obliged to notify Schmitter Hydraulik in writing immediately, at the latest within 3 working days of becoming aware of the delay, if circumstances arise or become apparent to them, which indicate that the agreed delivery time cannot be met. This information must include details of the reason for the delay, the expected duration of the delay and the measures taken by the supplier to keep the delay to a minimum. The obligation to comply with the agreed delivery time remains unaffected.
- (3) Force majeure, labour disputes, unrest, official measures and other events beyond the supplier's control entitle Schmitter Hydraulik – without prejudice to our other rights – to withdraw from the contract in whole or in part if these events are not of insignificant duration. Delivery disruptions at upstream suppliers or subcontractors shall only be considered an event of force majeure if they are attributable to an unavoidable event beyond the supplier's control within the meaning of sentence 1 and the supplier has taken all reasonable measures to mitigate the damage.
- (4) In the event of a delay in delivery for which the supplier is responsible, Schmitter Hydraulik shall be entitled to demand lump-sum compensation for delay amounting to 1% of the order value of the respective order for each full week of delay, up to a maximum of 10% of the order value of the respective order or the actual damage incurred, whichever is higher. The supplier shall be entitled to prove that no damage or significantly less damage than the lump-sum compensation for delay has been incurred as a result of the delay.
- (5) Further legal claims remain reserved. The right to prove higher damages also remains reserved.
- (6) Partial deliveries are not permitted. Exceptions to this require the prior explicit consent in writing from Schmitter Hydraulik.
- (7) The unconditional acceptance of a delayed delivery or service does not constitute a waiver of Schmitter Hydraulik's claims arising from the delayed delivery or service, in particular claims for compensation. Actions or omissions carried out after acceptance do not constitute recognition of the correctness of the delivery or service.

§ 6 Quality

- (1) All deliveries and services provided by the supplier must be free of material defects and defects of title, correspond to the latest state of the art and comply with the relevant laws, regulations, directives and standards. Unfulfilled requirements, including those relating to specified technical characteristics, shall be deemed defects.
- (2) The supplier undertakes to continuously adapt the quality of their products to be delivered to Schmitter Hydraulik to the latest state of the art and to proactively inform Schmitter Hydraulik of any opportunities for improvement and technical changes. The supplier shall also comply with the quality control standards of the inspection system and all related standards and systems of Schmitter Hydraulik and Schmitter Hydraulik's customers.

General Terms and Conditions of Purchase of Schmitter Hydraulik GmbH (Version 03/2026)

- (3) The supplier shall establish and maintain a documented quality assurance system that is appropriate to the type and scope of the delivery and corresponds to the latest state of the art. The supplier shall keep records, in particular of all relevant quality inspections, and shall make these records available on request within a reasonable period of time.
- (4) The supplier agrees to the performance of quality audits to assess the effectiveness of their quality assurance system by Schmitter Hydraulik or by a representative appointed by Schmitter Hydraulik, with the participation of Schmitter Hydraulik's customers if necessary. The audits shall be carried out to an appropriate extent and with prior notice.

§ 7 Liability for defects

- (1) The statutory provisions shall apply in the event of material defects and defects of title in deliveries and services. In the case of purchase contracts, contracts for work and services, and contracts for work and materials, Schmitter Hydraulik shall have the right to choose the type of subsequent performance, whereby the supplier may only refuse the type of subsequent performance chosen by Schmitter Hydraulik under the conditions set out in Section 439 (4) of the German Civil Code (BGB).
- (2) Schmitter Hydraulik is entitled to set a reasonable deadline for subsequent performance, unless subsequent performance is unreasonable. In addition to the cases regulated by law, such unreasonableness may also result in particular from an imminent unreasonable delay or uncertain success in the case of safety-relevant or operationally or commercially necessary devices, systems or equipment. An amicable agreement on a period for subsequent performance shall have the same legal effect as a unilateral setting of a deadline.
- (3) In the event of material defects, Schmitter Hydraulik shall, without prejudice to statutory claims, also in the case of purchase and work delivery contracts, after the fruitless expiry of a period set for subsequent performance in accordance with Section 637 of the German Civil Code (BGB), remedy the defect themselves or have it remedied by third parties (Section 637 BGB) and demand advance payment for this.
- (4) Insofar as Schmitter Hydraulik is entitled to withdraw from the contract by virtue of statutory or contractual provisions in the event of non-performance or improper performance, Schmitter Hydraulik may limit their withdrawal to this part of the contract while maintaining the rest of the contract, provided that the non-performance or improper performance is limited to a definable part of the contract.
- (5) After exercising the right of withdrawal due to non-performance or improper performance, as well as in the event of a claim for damages in lieu of performance, Schmitter Hydraulik shall be entitled to an advance payment in an appropriate amount for the expected costs plus a security surcharge of 20 per cent, without prejudice to their statutory rights, if the service or remaining service has to be awarded elsewhere. In this case, Schmitter Hydraulik shall only be obliged to obtain several offers insofar as this does not cause or threaten to cause significant delays or disruptions to operations, production or business processes. Personal contributions shall be invoiced at standard market prices.
- (6) If Schmitter Hydraulik is responsible for inspecting the service and notifying defects in accordance with Section 377 (1) of the German Commercial Code (HGB), Schmitter Hydraulik shall be available for 14 calendar days from delivery to fulfil these obligations in a timely manner. Complaints about defects that only become apparent later must be made in good time in accordance with Section 377 (3) HGB within 14 calendar days of their discovery.
- (7) If a material defect becomes apparent within 6 months of the transfer of risk, it is assumed that the item was already defective at the time of the transfer of risk, unless this assumption is incompatible with the nature of the item or the defect.
- (8) The warranty period is 36 months from delivery, unless otherwise agreed in the contract or a longer period is provided for in the statutory provisions.
- (9) For parts that are subsequently delivered or replaced as part of supplementary performance, the limitation period shall be suspended or restarted in accordance with the statutory provisions, in particular Section 212 of the German Civil Code (BGB). In the event of rectification, this effect shall only apply to the rectified defect.
- (10) If products manufactured and/or sold by Schmitter Hydraulik are taken back by Schmitter Hydraulik as a result of the defectiveness of the supplier's delivery, if the purchase price has been reduced for this reason vis-à-vis Schmitter Hydraulik, or if Schmitter Hydraulik has been held liable in any other way for this reason (in particular for damages), Schmitter Hydraulik shall be entitled to take recourse against the supplier in accordance with Sections 445a et seq. of the German Civil Code (BGB).
- (11) Any inspection costs incurred shall be borne by the supplier if the complaint proves to be justified.
- (12) Within the scope of recourse pursuant to Section 7 (10), Schmitter Hydraulik shall be entitled to demand compensation from the supplier for the damage and expenses incurred, including the expenses incurred by Schmitter Hydraulik in relation to our customer.
- (13) Notwithstanding the provision in Section 7 (8), the limitation period in the cases specified in Sections 10 to 12 shall commence at the earliest two months after Schmitter Hydraulik has fulfilled the end customer's claims, but no later than two years after delivery by the supplier (Section 445b BGB).
- (14) In the event of recalls due to defective delivery, the supplier shall bear all costs and expenses incurred, insofar as they are at fault.
- (15) In addition to the above provisions, the statutory provisions shall apply, in particular the statutory provisions for claims for expenses and damages.

§ 8 Provision of services by the supplier

- (1) Services may only be performed on the premises of Schmitter Hydraulik after instruction has been given and in consultation with a responsible employee. The company regulations and the relevant standards and guidelines, in particular those of the employers' liability insurance association, must be observed. Staying on the factory premises is only permitted in the designated work area for the duration of the service. The use of Schmitter Hydraulik's work equipment or energy is only permitted by prior agreement. The supplier may only use tested and marked work equipment on the Schmitter Hydraulik factory premises. The work area must be kept clean at all times and cleared after completion of the work.
- (2) Until complete handover to Schmitter Hydraulik or – if acceptance has been agreed – until acceptance has taken place, the supplier shall bear the risk of loss, accidental destruction or damage.
- (3) The condition of the delivery item or service at the time of acceptance/approval by Schmitter Hydraulik at the destination is decisive for acceptance/approval. Schmitter Hydraulik expressly reserves the right to check the condition of the delivery item or service as part of an incoming goods inspection. Schmitter Hydraulik is free to refuse acceptance/approval of defective or otherwise improperly delivered items or services.

In addition, Schmitter Hydraulik may accept the delivered items or services under reservation. Acceptance/approval shall be without prejudice to any warranty rights; in particular, it shall not result in a waiver of rights in respect of defects. The time of payment shall have no influence on the supplier's warranty or on the right of complaint.

- (4) The supplier indemnifies Schmitter Hydraulik against all justified claims asserted by employees of Schmitter Hydraulik due to discrimination or harassment caused by the supplier or their vicarious agents in accordance with the AGG.
- (5) The supplier may only transfer rights and obligations arising from a contract to third parties with the prior written consent of Schmitter Hydraulik. This does not apply to the advance assignment of the purchase price claim within the framework of an extended retention of title.

§ 9 Product liability, indemnification

- (1) Insofar as the supplier is responsible for product damage, they shall indemnify Schmitter Hydraulik against all claims by third parties, insofar as the cause lies within their sphere of control and organisation and they are liable in external relations. If the cause of the damage lies within the supplier's sphere of responsibility, they shall bear the burden of proof.
- (2) In such cases, the supplier shall be obliged to bear all costs and expenses, including the costs arising from or in connection with a recall campaign or other preventive measures carried out by Schmitter Hydraulik. In all other respects, the statutory provisions shall apply. The supplier shall be informed of the content and scope of the measures, as far as possible and reasonable, and shall be given the opportunity to comment.
- (3) The supplier undertakes to maintain adequate product liability insurance with coverage of at least EUR 10 million per personal injury and property damage – maximised at least twice per year – and to provide Schmitter Hydraulik with proof of this upon request. The insurance must be maintained throughout the entire term of the contract and until the expiry of the limitation period for claims for defects. Further claims for damages remain unaffected.
- (4) In all other respects, the statutory provisions of the ProdHaftG (German Product Liability Act) in its currently valid version and the Product Liability Directive in its currently valid version shall apply.

§ 10 Compliance with EU law and other legal provisions

- (1) The supplier undertakes to comply with all EU legal acts (regulations, directives and other legal acts) applicable to their products, packaging and services. The supplier shall ensure that they do not export any goods or packaging or make them available for import into the EU whose nature, working conditions, manufacture or materials and substances used violate applicable EU law. This expressly includes environmental protection requirements and human rights standards.
- (2) The obligation under Section 10 (1) also applies to suppliers based outside the EU who supply goods to Schmitter Hydraulik.
- (3) The above paragraphs apply in particular, but not exclusively, to the following regulations:
 - Regulation (EC) No. 1907/2006 (REACH)
 - EU Directive 2011/65/EU including its extensions (RoHS)
 - Regulation (EU) 2019/1021 (POP)
 - Regulation (EU) 2023/1115 (EUDR)
 - Regulation (EU) 2023/988 (GPSR)
 - Regulation (EU) 833/2014 (Russia Embargo)
 - Regulation (EU) 2024/3015 (EU Forced Labour Regulation, FLR)
 - Regulation (EU) 2025/40 (EU Packaging Regulation, PPWR)in their currently valid versions with any extensions.
- (4) The supplier undertakes to provide all necessary information and documents immediately and free of charge that are required by Schmitter Hydraulik to prove the EU legal compliance of their products to customers or authorities.
- (5) The supplier warrants that substances and products have already been registered in accordance with REACH and other EU legislation insofar as they relate to their products. The products and substances shall be prepared by the supplier in such a way that Schmitter Hydraulik is no longer subject to any approval requirements on the part of authorities with regard to these products and substances.
- (6) The supplier shall immediately notify us in writing if their products and goods contain substances that are listed in the currently valid Candidate List of Substances of Very High Concern (SVHC, Annex XIV and Annex XVII) or will be included in the future. This obligation to provide information also applies retroactively to products that have already been delivered, insofar as they are affected. The supplier is obliged to check the Candidate List regularly on their own initiative.
- (7) The supplier undertakes to inform us in accordance with point 6 if changes to the candidate list affect goods already delivered to us.
- (8) The supplier undertakes to comply with the provisions of the Supply Chain Due Diligence Act (LkSG) in its currently valid version to the extent that they apply to them and supports Schmitter Hydraulik in fulfilling the relevant verification and documentation obligations.

§ 11 Export control, customs and long-term supplier declarations

- (1) Suppliers based in the European Union are required to supply Schmitter Hydraulik exclusively with preferential EU goods that meet the requirements of the respective free trade agreements. The supplier undertakes to provide proof of preferential or nonpreferential origin by means of a long-term supplier's declaration at the latest in connection with the first delivery. Schmitter Hydraulik must be notified immediately in writing of any changes during the year. The declaration must be renewed annually by the supplier without request and at the supplier's expense. Suppliers based outside the EU are required, insofar as the country from which the goods are shipped has concluded a free trade agreement with the EU, to state bindingly in the offer whether the goods delivered are originating goods within the meaning of the respective agreement. The supplier must provide the relevant proof of preference. If the supplier fails to provide the aforementioned evidence despite having confirmed that they would do so, Schmitter Hydraulik reserves the right to charge the supplier for the additional costs resulting from the correspondingly higher import duties.
- (2) The supplier is obliged to inform Schmitter Hydraulik in writing as early as possible before the delivery date of any licensing requirements for their goods in accordance with the applicable German, European (EU) and US export, customs and foreign trade laws, as well as the export, customs and foreign trade laws of the country of origin of their goods. To this end, the supplier must provide the following information and data:

General Terms and Conditions of Purchase of Schmitter Hydraulik GmbH (Version 03/2026)

- the export list number in accordance with Annex AL to the German Foreign Trade and Payments Ordinance or comparable list items in relevant export lists;
 - the Export Control Classification Number (ECCN) in accordance with the U.S. Commerce Control List (CLL), if the goods are subject to the U.S. Export Administration Regulations (EAR);
 - the statistical goods number (HS/KN code);
 - the country of origin (trade policy/non-preferential origin);
 - (Long-term) supplier declarations on preferential origin (for EU suppliers)
 - or certificates of preference (for non-EU suppliers);
 - all other information and data required by Schmitter Hydraulik for export and import, as well as in the event of resale upon re-export of the goods.
- (3) The supplier is obliged to inform Schmitter Hydraulik immediately in writing of any changes to the above information and data.
- (4) If the supplier culpably violates their obligations under paragraphs 1 to 3, they shall be liable for all expenses and damages arising therefrom as well as other disadvantages (e.g. additional foreign import duties, fines) incurred by Schmitter Hydraulik. This shall not apply if the supplier is not responsible for the breach of duty.

§ 12 Property rights

- (1) The supplier guarantees that their services and their use by Schmitter Hydraulik do not infringe the property rights of third parties. The same applies to the procurement of accessory equipment, maintenance and repair, subsequent modifications and the manufacture of replacement and spare parts by Schmitter Hydraulik or by third-party companies.
- (2) Notwithstanding the statutory claims of Schmitter Hydraulik, the supplier shall indemnify Schmitter Hydraulik against all claims by third parties and all damages, expenses and other disadvantages incurred by Schmitter Hydraulik in this connection. This applies regardless of any fault on the part of the supplier; any recourse claims of the supplier against third parties remain unaffected. The indemnification obligation also includes, in particular, disadvantages incurred by Schmitter Hydraulik as a result of any necessary modifications to machines, systems and IT components or programmes and delays in operations.
- (3) The supplier grants Schmitter Hydraulik a non-exclusive, temporally and spatially unrestricted right of use to the property rights arising in connection with the delivery, insofar as this is necessary for the manufacture (even after termination of the contractual relationship with the supplier), repair and sale of the products covered by the contract. The fee for the transfer of the right of use is included in the purchase price for the delivered products covered by the contract. The right of use includes the right to grant further rights of use.
- (4) Insofar as results, developments or inventions eligible for property rights arise within the scope of the contract implementation, the supplier shall grant Schmitter Hydraulik a right of use to the extent necessary for the contract implementation upon request. The supplier undertakes to ensure that the corresponding rights of their employees or subcontractors do not conflict with this purpose.

§ 13 Retention of title, provision, implementation documents, tools

- (1) If Schmitter Hydraulik provides the supplier with parts, Schmitter Hydraulik retains ownership of these parts. Processing or transformation by the supplier is carried out on behalf of Schmitter Hydraulik. If the goods subject to retention of title are processed by Schmitter Hydraulik together with other items not belonging to Schmitter Hydraulik, this shall also be deemed to have been carried out on behalf of Schmitter Hydraulik. As a result, Schmitter Hydraulik shall acquire co-ownership of the new item in proportion to the value of the item belonging to Schmitter Hydraulik to the other processed items at the time of processing.
- (2) If the item provided by Schmitter Hydraulik is inseparably mixed with other items not belonging to Schmitter Hydraulik, Schmitter Hydraulik shall acquire ownership of the new item in proportion to the value of the reserved item to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer proportional co-ownership to Schmitter Hydraulik; the supplier shall hold sole ownership or co-ownership in safekeeping for Schmitter Hydraulik.
- (3) Documents (e.g. drawings, calculations, sketches), templates (e.g. models, stencils, devices), tools and other production equipment provided to the supplier remain the property of Schmitter Hydraulik. The supplier is obliged to use these items exclusively for the manufacture of the goods ordered by Schmitter Hydraulik. The supplier may not make these items accessible to third parties, transfer them or dispose of them. The items must be carefully stored, maintained, serviced and repaired by the supplier at their own expense during the execution of the order. Partial renewals resulting from contractual use must be carried out by the supplier at its own expense. The supplier is also obliged to insure the items belonging to Schmitter Hydraulik at replacement value at its own expense against fire, water and theft damage. They must immediately notify Schmitter Hydraulik of any incidents; if they fail to do so through their own fault, claims for damages remain unaffected.
- (4) Schmitter Hydraulik reserves all property rights, copyrights and other intellectual property rights to drawings, products, etc. manufactured according to their own specifications and to the processes developed by Schmitter Hydraulik.
- (5) The supplier shall supply Schmitter Hydraulik with service and spare parts in accordance with Schmitter Hydraulik's requirements at reasonable, market-standard prices for a period of 15 years from the end of series delivery of the respective product. This obligation shall end as soon as production is no longer technically or economically feasible; the supplier shall provide evidence of this.

§ 14 Confidentiality, advertising ban

- (1) The supplier is obliged to use all non-public commercial and technical information that becomes known to them through the business relationship exclusively for the purpose of fulfilling the contract and to treat it as strictly confidential. Drawings, models, templates, samples, tools and other documents, production equipment and information must be kept strictly confidential. Confidential information may not be disclosed to third parties or used for own or third-party purposes without the prior written consent of Schmitter Hydraulik. The confidentiality obligation shall continue to apply after termination of this contract as long as and to the extent that the information has not become publicly known through lawful means.
- (2) All intellectual property rights developed within the scope of this contract (e.g. patents, designs, trademarks or copyrighted works) are the exclusive property of Schmitter Hydraulik. The supplier undertakes to transfer all rights arising from this to Schmitter Hydraulik without delay and to make all necessary declarations in this regard.

- (3) The use of enquiries, orders, trademarks, logos or other documents belonging to Schmitter Hydraulik for advertising purposes is not permitted. Reference to the business relationship may also not be made without the written consent of Schmitter Hydraulik.
- (4) The supplier must inform Schmitter Hydraulik in writing before commissioning third parties (e.g. subcontractors). The commissioning of third parties is subject to the express written consent of Schmitter Hydraulik. The supplier must ensure that all third parties are bound by the same obligations as those incumbent upon the supplier under this contract. The supplier shall be liable for the conduct and services of third parties commissioned by them to the full extent permitted by law, as for their own fault, regardless of the degree of fault. Schmitter Hydraulik may assert claims for breaches of duty by such third parties directly against the supplier. The supplier shall not be entitled to the objections and defences of the third parties commissioned by them.

§ 15 Offsetting and retention by the supplier

- (1) The supplier may only offset undisputed or legally established claims.
- (2) The supplier shall only be entitled to rights of retention insofar as they are based on the same contractual relationship and the underlying counterclaim is undisputed or has been legally established.

§ 16 Data protection

- (1) In accordance with the Federal Data Protection Act (BDSG) and the European General Data Protection Regulation (GDPR), in particular Art. 6 (1) lit. b GDPR, Schmitter Hydraulik processes and stores the supplier's personal data for the purpose of executing the contractual relationship and in compliance with data protection regulations. The supplier is hereby informed of the initial storage of their personal data.
- (2) Upon request, the supplier shall name their data protection officer or a responsible person and demonstrate the implementation of appropriate technical and organisational measures in accordance with Art. 32 GDPR.
- (3) The supplier undertakes to process personal data exclusively for the purpose of fulfilling the contract. Unless the supplier is under a corresponding legal obligation to do so, any disclosure to third parties requires the prior written consent of Schmitter Hydraulik. The supplier shall ensure that all persons employed by them in connection with this order have been bound to confidentiality in accordance with Art. 28 (3) (b) GDPR.
- (4) The supplier undertakes to take appropriate technical and organisational measures to protect personal data and ensure IT security.
- (5) The obligations arising from this agreement shall continue to apply beyond the termination of the business relationship as long as personal data from the contractual relationship is processed or stored.

§ 17 Final provisions, partial invalidity, place of jurisdiction, applicable law

- (1) If an application is made for insolvency proceedings or comparable proceedings to be conducted in respect of the supplier's assets, or if there are sufficiently concrete indications that the conditions for applying for such proceedings are met (e.g. cessation of payments, fruitless enforcement), Schmitter Hydraulik shall be entitled to immediate extraordinary termination without the supplier being entitled to compensation. The same shall apply in the event of imminent inability to perform or other serious breaches of contract by the supplier.
- (2) Data arising in connection with the business relationship shall be stored in files by affiliated companies of Schmitter Hydraulik and transmitted between them as necessary. The supplier gives their consent to this.
- (3) The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- (4) Should any provision of this contract be invalid or unenforceable, the remainder of the contract shall remain valid. Section 139 of the German Civil Code (BGB) is excluded.
- (5) The exclusive place of jurisdiction for all disputes arising from and in connection with this contract is Schweinfurt. However, Schmitter Hydraulik is also entitled to sue the supplier at their general place of jurisdiction.
- (6) Unless otherwise agreed in the contract, the place of performance for deliveries and services is the respective receiving point specified in the order form under "Shipping address" or the place of use if no information has been provided. For payments, the place of performance is the registered office of Schmitter Hydraulik.
- (7) The Incoterms in the version valid at the time of conclusion of the contract shall apply to the interpretation of trade clauses.
- (8) All legal relationships in connection with this contract shall be governed exclusively by the law of the Federal Republic of Germany.

Version 03/2026

Schmitter Hydraulik GmbH