

# Sinnex - Steinheimer Innenausbau GmbH

## General Terms and Conditions of Purchase

(Version: Sep 2026)

These General Terms and Conditions of Purchase shall apply to and form an integral part of all purchase orders and agreements entered with our suppliers and contractors (each referred to below as the "Supplier"). Any differing agreements, in particular conflicting terms and conditions of the Supplier and any collateral agreements, require our express written consent to become part of the contract.

### 1. Offers and Formation of Contract

- 1.1 The Supplier shall submit binding offers to us free of charge. In its offers, the Supplier shall comply with our enquiry as to quantities, quality, specifications, execution and other particulars, and shall notify us in writing of any deviations.
- 1.2 Orders and other declarations shall be binding on us only if made by us in writing.
- 1.3 By way of derogation from sections 126(3) and 127(1) of the German Civil Code (BGB), electronic form shall not be equivalent to written form.

### 2. Prices

- 2.1 All prices are fixed lump-sum prices plus value added tax and include packaging, corrosion protection and freight. They cover remuneration for all supplies and services entrusted to the Supplier.

### 3. Dates and Deadlines

- 3.1 Delivery and completion dates shall be strictly observed. Unless otherwise agreed, periods shall commence upon conclusion of the contract.
- 3.2 The Supplier may not invoke any reservation regarding its own receipt of supplies against us. Difficulties in procuring the goods to be supplied or the materials required to manufacture them fall within the Supplier's sphere of risk and do not release it from its contractual obligations to us.
- 3.3 The Supplier accepts that project circumstances may require the delivery date or the period for performance to be rescheduled. The time for delivery or performance may therefore be brought forward or postponed. The Supplier confirms that this flexibility in timing forms part of the obligation it has assumed.
- 3.4 If it becomes apparent to the Supplier that a date or period will be exceeded, it shall inform us immediately in writing of the reason and the expected duration of the delay.
- 3.5 In the event of delay in delivery, we shall have all statutory claims without any restriction, in particular without exclusions or limitations of liability.

### 4. Penalty

- 4.1 If the Supplier, as a result of delay, fails to meet agreed dates or periods, it shall pay us a contractual penalty of 0.1% of the net contract price for each working day by which the date or period is exceeded. Even where several individual dates or periods are missed, the total contractual penalty shall be limited to a maximum of 5% of the net contract price.
- 4.2 We may reserve the right to claim the contractual penalty up to the time of final payment. Payment of the contractual penalty shall not release the Supplier from performance of its contractual obligations or from any further liability for damages, particularly damages arising from delay.

### 5. Packaging and Shipping

- 5.1 Goods shall be sent to the receiving addresses specified by us only during goods-receiving hours, Monday to Friday, 7:00 a.m. to 2:00 p.m.
- 5.2 A delivery note shall accompany every delivery. The delivery note and the consignment documents shall state our order number, item number, line-item number, description of the goods, weight and delivery date.
- 5.3 All certificates for materials and components shall be sent as digital PDF documents to [invoice@sinnex.com](mailto:invoice@sinnex.com); a separate PDF document shall be provided for each certificate. Each certificate shall state the contract number, purchase order number, item number and number of parts. If these details cannot be included in the PDF document, they shall be included in the email.

### 6. Additional Obligations of the Supplier

- 6.1 The Supplier shall provide, as part of the agreed scope of supply and services and within the delivery or performance period, all documents required for acceptance, operation, maintenance and repair (including test records, material certificates, drawings, plans and operating instructions). Where necessary, they shall be supplied in reproducible form and in the requested foreign language.
- 6.2 The Supplier shall provide suitable customary packaging that complies with statutory requirements and protects the goods from damage and impairment. The goods shall also be packaged so that identity and quantity can be checked without prior repacking. The Supplier shall bear all costs and losses arising from incorrect or omitted declarations or improper packaging.
- 6.3 We are not obliged to accept or approve partial deliveries, excess deliveries or short deliveries that have not been agreed.
- 6.4 The Supplier shall, on its own responsibility, inform itself of the circumstances relevant to performing its contract with us, in particular any existing prerequisites or special conditions at the construction or installation site. It shall promptly examine the intended method of execution, including materials provided by us and preparatory work carried out by us or other companies, in accordance with the applicable professional standards to determine whether they meet customary requirements or any special requirements of the particular case. Where appropriate, it shall report to us without delay. The foregoing shall apply equally to documents, drawings and plans provided by us.
- 6.5 Our review of installation dimensions and general technical information in

drawings sent to us, or our approval of a sample of the goods, shall not release the Supplier from proper performance of its contractual obligations. In particular, our review does not extend to adequate sizing or the correct selection of materials used.

- 6.6 Our representatives and those of our customers may, during the Supplier's business hours, obtain information at the Supplier's premises about its performance of the contract, participate in its in-house tests or conduct tests themselves. The Supplier shall bear the costs of repeat tests necessitated by previously identified defects.
- 6.7 The Supplier shall ensure the availability of spare parts for the goods or services supplied for at least their normal useful life, on customary market terms and at customary market prices.
- 6.8 The Supplier warrants compliance with all applicable statutory and regulatory provisions and requirements when fulfilling the order. The goods and services shall comply with applicable safety, occupational health and safety, accident-prevention, DIN, VDE and other relevant standards and regulations. Protective devices required under such provisions shall always be supplied and are included in the agreed price. The Supplier shall keep its workplace clean at all times. Upon completion of the work, it shall hand over the workplace to our responsible employee in a tidy and clean condition.
- 6.9 Our ESG & Sustainability Expert is responsible for preparing the required Inventory of Hazardous Materials (IHM). At our request, the Supplier shall provide all documents and information required in this connection for its scope of supply, in particular the Material Declaration (MD) and Supplier's Declaration of Conformity (SDoC), in accordance with IMO and EU requirements.

### 7. Invoices and Payment

- 7.1 After providing the goods or services in accordance with the contract, the Supplier shall submit a separate electronic invoice stating the contract or purchase order number, the date, and an exact description of the goods or services provided. Each invoice shall cover only one contract or purchase order. If, by exception, several contracts or purchase orders are covered by one invoice, the invoice must permit clear allocation to each. Electronic invoices shall be sent individually by email to [invoice@sinnex.com](mailto:invoice@sinnex.com), exclusively in PDF format. Consolidated invoices or several invoices in one email are not permitted.  
We will not process Supplier invoices that do not meet the foregoing requirements, including invoices not transmitted in the required electronic form or in the manner specified by us. Consequently, the Supplier's payment claims shall not become due, and any cash-discount period granted shall not begin to run (see clause 7.3). We accept no liability for risks of transmission of files (such as data loss during transmission, corruption or complete loss), their decryption, or the services of internet and service providers, unless and to the extent that liability arises under clause 10.1 of these Terms.
- 7.2 The Supplier's payment claims shall become due 30 days after acceptance of the services or receipt of the goods at the receiving address specified by us, provided that all associated documents (such as analysis results, weight lists, test or acceptance records and packing lists) and a proper invoice have been received (see clause 7.1 above), but not earlier than the contractually scheduled delivery or completion date.
- 7.3 After the payment claims become due under clause 7.2, payment shall be made, at our option, in full within 30 days or within 14 days from the due date less a 3% cash discount.
- 7.4 Where services are billed on a time-and-materials basis, supporting records acknowledged by us shall be enclosed with the invoices. For goods or services from outside the customs territory, pro forma invoices must reach us at least 24 hours before the goods are handed over or before acceptance of the services begins, to enable prompt processing.
- 7.5 Advance payments shall be made only under a separate written agreement and against a guarantee issued by a credit institution authorized as a customs guarantor.
- 7.6 Performance before agreed dates or before expiry of agreed periods shall not affect the due date for payment; we may also reject such early performance.

### 8. Assignment, Set-off and Right of Retention

- 8.1 The Supplier may set off counterclaims against us only to the extent that they are undisputed, proven or established by a final and binding judgment.
- 8.2 The Supplier may not withhold goods or services on account of any counterclaims arising from earlier transactions or other transactions within an ongoing business relationship with us.

### 9. Defects and Warranty

9.1 The Supplier shall ensure that the goods or services are free from defects in quality and title. In particular, they shall have the characteristics agreed with us, conform to the latest state of science and technology and to our specifications, drawings and other execution requirements, and be free from circumstances that eliminate or reduce their value or fitness for ordinary use or for the use contemplated by the contract with us. The Supplier shall also ensure that use of the goods or services does not infringe third-party rights, in

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particular patents or other industrial property rights.

- 9.2 If the goods or services are defective or otherwise fail to conform to the contract, we shall have all statutory claims and rights without restriction, in particular without limitations or exclusions of liability, provided that the period for giving notice under section 377 of the German Commercial Code (HGB) shall be at least eight working days. In the case of hidden defects, particularly defects that become apparent only during processing or commissioning of the goods, the notice period shall begin only upon our discovery of them.
- 9.3 The limitation period for defects in quality and title shall be governed by statutory provisions, except that each period specified there shall be extended by six months.
- 9.4 Where the Supplier remedies a defect, it shall also bear any additional expenses, in particular transport, travel, labor and material costs, arising because the subject matter of the performance was subsequently moved to a place other than the place of performance.
- 9.5 If our end customer requests, the Supplier hereby consents to the assignment to that end customer of the claims and rights relating to defects that apply under the contractual relationship between us and the Supplier.

### 10. Liability, Indemnity and Liability Insurance

- 10.1 Claims and rights beyond those provided for in these Terms or in the contract concluded with the Supplier are excluded, unless they arise under the German Product Liability Act, from an intentional or grossly negligent breach of contractual or statutory duties by our corporate bodies or senior employees, from injury to the health or person of the Supplier or its employees or representatives as a result of a breach of duty for which we are responsible, from our assumption of a guarantee as to the existence of a particular characteristic, or from our breach of material contractual obligations. Material contractual obligations are those whose performance makes it possible to perform our principal contractual obligation properly and on whose observance the Supplier regularly relies on and may rely. Without prejudice to the foregoing cases of liability, outside a breach of material contractual obligations we shall not be liable for losses suffered by the Supplier that result from a grossly negligent breach of duty by our ordinary vicarious agents, in particular a breach of duties of care and supervision. In the event of our breach of material contractual obligations, the Supplier's claim for damages against us shall be limited to loss that is typical of the contract and foreseeable, unless (a) intent or gross negligence is involved, (b) liability arises for injury to the health or person of the Supplier or its employees or representatives, or (c) liability arises from our assumption of a guarantee as to the existence of a particular characteristic. Loss is typical of the contract and foreseeable if its occurrence would typically be expected as a result of the breach of the particular material contractual obligation. Material contractual obligations are determined as stated in clause 10.1 above. The foregoing provisions do not reverse the burden of proof to the Supplier's detriment.
- 10.2 If third parties bring claims for damages against us on account of a product defect, the Supplier shall indemnify us against those claims if and to the extent that the damage was caused by raw materials or intermediate products supplied by the Supplier or by services it provided. The Supplier shall also reimburse any expenses arising from or in connection with a product recall carried out by us. To the extent possible and reasonable, we shall inform the Supplier of the nature and scope of the recall measures to be taken and give it an opportunity to comment. The Supplier's liability under statutory provisions remains unaffected.
- 10.3 The Supplier shall maintain product liability insurance at its own expense with coverage of EUR 2.5 million per personal injury or property damage claim, on a combined basis.
- ### 11. Intellectual Property Rights
- 11.1 The Supplier warrants that no third-party rights will be infringed in connection with its goods or services. If a third party asserts a claim against us in this regard, the Supplier shall indemnify us against such claims upon written request. The Supplier's indemnity obligation covers all expenses incurred by us arising from or in connection with the third-party claim.
- ### 12. Shipyard Safety Rules and Rules of Conduct
- 12.1 The Supplier shall comply with the shipyard safety rules and rules of conduct applicable at the relevant shipyard.
- 12.2 If the Supplier's activities at the shipyard may affect the safety, health or protection from hazards of our employees or employees of other companies working on the shipyard premises, the Supplier shall notify us sufficiently in advance and consult with us on, and implement, any necessary protective measures (section 8(1) of the German Occupational Safety and Health Act (ArbSchG)).
- 12.3 We may at any time require the removal of an employee of the Supplier or of one of its subcontractors if there is reasonable suspicion that the employee is not complying with shipyard requirements or rules. If we exercise this right, the employee concerned shall be removed immediately and, where necessary for proper performance of the contract, replaced by another employee. In the event of repeated or serious breaches, we may also expel any employee of the Supplier

from the shipyard premises with immediate effect. The Supplier shall compensate us for any loss we incur as a result of the justified expulsion of an employee from the shipyard premises.

### 13. Title to Goods, Retention of Title, Materials Provided, Tools and Confidentiality

- 13.1 We shall acquire title to the goods or services upon their handover; the same applies to any documents supplied with them.
- 13.2 We retain title to any items provided by us. The Supplier shall process or transform such items on our behalf. If items provided by us are processed, transformed or inseparably mixed or commingled with other items that we do not own, we shall acquire title to the new item in the proportion that the value of the item provided by us bears to the value of the other items at the time of processing, transformation, mixing or commingling. If the processing, transformation, mixing or commingling is such that the other items are to be regarded as the principal item, the Supplier shall transfer to us a proportionate co-ownership interest in the new item. The Supplier shall hold the new item in custody for us free of charge.
- 13.3 Subject to clause 10.1, the Supplier shall be liable for the loss of or damage to items provided by us and for the loss of or damage to documents made available to it. It shall notify us immediately of any legal or factual interference with such items or documents.
- 13.4 Tools and machines made available by us remain our property. The Supplier may use them solely to perform the relevant contract concluded with us. At its own expense, the Supplier shall insure the tools and machines made available by us against fire, water damage and theft at their replacement value. It shall perform any necessary maintenance and inspections on those tools and machines promptly and at its own expense and shall notify us immediately in writing of any malfunction.
- 13.5 The Supplier shall identify items provided by us as such and as our property, store them separately, maintain them at its own expense and use and manage them economically. They may be used only for the relevant contract concluded with us. The Supplier shall provide us with written records of their consumption. Waste and swarf shall be returned to us on request.
- 13.6 Semi-finished and finished products manufactured according to our documents may be supplied to third parties only with our written consent.
- 13.7 We retain our ownership rights, copyrights and other industrial property rights in our illustrations, drawings, calculations, models, samples and other documents. The Supplier shall keep all such materials and the information they contain strictly confidential and use them solely to perform the relevant contract concluded with us. Copies, reproductions and the like are permitted only with our express consent. At our request, the Supplier shall immediately return all documents and any copies, reproductions or the like made from them. The Supplier shall have no right of retention over originals, copies, reproductions or the like. Such materials may be disclosed to third parties only with our express written consent. The Supplier's confidentiality obligation shall continue after the business relationship ends and shall expire only if and to the extent that the manufacturing know-how contained in the materials supplied has become generally known. The Supplier shall also keep strictly confidential all internal information learned through the cooperation and use it exclusively for the purposes of its cooperation with us. To the extent legally permissible, it shall impose corresponding confidentiality obligations on its employees, including for the period after they leave its employment. The Supplier shall also impose these obligations on all firms, outside persons and companies it engages for advice, performance or support. The Supplier shall promptly inform us of any improvements to or proposals concerning the documents that appear possible in connection with other orders.
- 13.8 Before commencing performance, the Supplier shall provide our safety officer with the names of its employees and supervisory personnel who enter and/or work on our premises or shipyard premises. Shipyard safety and site rules shall be observed for deliveries and services on shipyard premises. Our safety and site rules shall be observed for deliveries and services on our premises.
- 13.9 The Supplier may refer to its business relationship with us in advertising only with our written consent.
- ### 14. Subcontractors
- 14.1 Engaging subcontractors shall not release the Supplier from its obligations to us.
- 14.2 When placing orders with subcontractors, the Supplier shall ensure that they grant us the rights to obtain information and conduct inspections to the extent specified in clause 6.8.
- ### 15. Data Protection
- We may store electronically the Supplier's data and data relating to individual contracts that are required for the business relationship and may process and

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use such data for our business purposes in accordance with statutory provisions.

### 16. Place of Performance, Passing of Risk and Acceptance

- 16.1 Unless otherwise agreed, the place of performance for the Supplier shall be the receiving address specified by us. Risk of accidental loss of or accidental damage to the goods or services provided by the Supplier shall pass to us there in accordance with the following provisions.
- 16.2 Acceptance of services shall take place by the issue of a certificate of acceptance signed by us.
- 16.3 We may refuse to receive goods or accept services if an event of force majeure or other circumstances beyond our control (including industrial action) make their receipt or acceptance impossible or unreasonable for us. If receipt of the goods or acceptance of the services at another place of performance is possible and reasonable for us, we may, at our option, designate another place of performance. In that case, each party shall bear any additional costs it incurs as a result of the change, provided that the newly designated place is no more than 200 km, measured as the crow flies, from the previously agreed place. If the distance is greater, the parties shall agree on an appropriate allocation of any additional costs.
- 16.4 Services whose contractual conformity can be established only after completion of a subsequent work shall be accepted by us only after successful installation, commissioning and, where applicable, inspection by the competent bodies (for example, classification societies).
- 16.5 Until risk passes, the Supplier shall insure the goods and services at its own expense against accidental loss, in particular by fire or theft, and accidental damage.
- 16.6 The foregoing clause 16.4 shall apply correspondingly to receipt of goods with respect to the passing of the risk of accidental damage to or loss of the goods.

### 17. Compliance with Regulatory Requirements and Duties to Cooperate

- 17.1 Sustainability requirements and anti-money laundering requirements.
- 17.2 If we are required to obtain an authorization or permit before performance of the contract, the delivery or performance periods shall be suspended until it is granted, provided that we notify the Supplier in writing and expressly invoke the suspension. The suspension shall not apply if we are responsible for the delay. If regulatory requirements call for prior approval even to conclude the contract, the contract as a whole shall be conditional upon such approval being granted.
- 17.3 The Supplier shall promptly obtain the information and documents we need to comply with regulatory requirements or demonstrate compliance. These include, among other things, proofs of origin, customs documents, shipping documents, ECCN or dual-use classifications, embedded emissions, hazardous substances used, sustainability certifications, documents required for subsequent export or re-export, declarations and evidence of conformity, geolocation data, information about production installations and environmental information. Information and documents supplied must be accurate, complete and verifiable. The Supplier shall notify us immediately of any relevant changes after providing information or documents. We may specify the manner of data transmission reasonably, taking account of the Supplier's legitimate interests.
- 17.4 The Supplier and we shall assist each other in meeting human-rights-related and environmental due diligence obligations that we are required to observe either under (a) regulatory requirements (for example, the German Supply Chain Due Diligence Act (LkSG)) or (b) legitimate requirements of our customers along the supply chain (for example, under comparable laws of other countries).
- 17.5 The Supplier shall comply with the Supplier Code of Conduct (SCoC). It shall inform us immediately of any breach of its provisions. The Supplier Code of Conduct is available at [www.sinnex.com](http://www.sinnex.com).
- 17.6 To the extent that supplied goods fall within the scope of Regulation (EU) 2023/1115 (EUDR), the Supplier shall ensure that they are demonstrably deforestation-free and have been produced in accordance with the relevant legislation of the country of production within the meaning of the EUDR. Before delivery, the Supplier shall provide corresponding evidence, in particular the reference numbers of submitted due diligence statements and geolocation data for the relevant plots of land.
- 17.7 For deliveries of goods within the scope of Regulation (EU) 2023/956 (the CBAM Regulation), the Supplier shall provide, no later than the end of the quarter in which delivery occurs, all information required (a) to fulfil obligations under the CBAM Regulation and any implementing acts and (b) for verification by an accredited verifier (CBAM Information). CBAM Information includes, among other things, information on production installations, installation operators, relevant precursor materials, direct and indirect emissions, compensation already paid abroad for relevant greenhouse gases, production processes and production routes, and data collection and data quality. If the parties have agreed a maximum level of embedded emissions for particular CBAM goods, the Supplier shall ensure that those limits are demonstrably not exceeded. If no maximum has been agreed, the Supplier warrants that embedded emissions do not exceed the default value published

by the EU for the relevant goods at the time of import.

- 17.8. If the Supplier is contractually obliged and entitled to deliver goods to a destination outside the European Union, it shall work with us to ensure that goods falling within the scope of Articles 12g, 12ga or 12gb of Regulation (EU) No 833/2014, Article 8g of Regulation (EC) No 765/2006, or any replacement provision or comparable restriction subsequently adopted, are not exported or re-exported, directly or indirectly, by the recipient to the Russian Federation or Belarus, or for use in either country. The Supplier shall inform us immediately of any threatened or potential breach of such re-export prohibitions. If the obligations in this sub-clause 17.8 are breached, we may terminate this contract and claim liquidated damages equal to 30% of the contract price or, in the event of the Supplier's breach of sanctions law, the price of the goods exported or re-exported, whichever is higher.
- 17.9. Taking account of the Supplier's legitimate interests, we may take reasonable measures to verify the accuracy and completeness of information and documents supplied under this clause and may engage third parties for that purpose. Where necessary and reasonable under regulatory requirements or legitimate requirements of our customers along the supply chain, we may conduct audits at the Supplier's premises at our expense to verify compliance. For that purpose, the Supplier shall grant access to production facilities during normal business hours and only to the extent necessary. We shall take reasonable precautions to protect trade and business secrets. If the Supplier is not the manufacturer of the supplied goods and we or our customers are legally required to inspect or audit, the Supplier shall make suitable arrangements for independent auditors to gain access to production facilities along the supply chain.
- 17.10. If there are reasonable doubts about compliance with regulatory requirements, we may withhold contractual performance and refuse to accept performance until the doubts have been resolved. The parties shall work together to resolve them promptly.
- 17.11. If the Supplier breaches the requirements of this clause 17, we shall have all contractual and statutory remedies for breach of contract, including rescission, refusal of acceptance, rights of retention, termination and damages. Damage also includes non-material losses, including production downtime, reputational damage and lost profits.
- ### 18. Jurisdiction and Applicable Law
- 18.1 The courts with exclusive jurisdiction over all disputes arising directly or indirectly from the contractual relationship, including disputes concerning deeds, bills of exchange or cheques, shall be the competent Local Court of Waiblingen or Regional Court of Stuttgart. We may, however, at our option also sue the Supplier in the courts having jurisdiction over its registered office. Any mandatory statutory rules of jurisdiction remain unaffected.
- 18.2 The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods.
- ### 19. Severability
- 19.1 If any provision of a contract concluded with the Supplier, of which these General Terms and Conditions of Purchase and Contracting form a part, is or becomes invalid, the validity of the remaining provisions of that contract shall not be affected.