

Table of contents

- 1. Scope of application 2
- 2. Orders and contracts, amendments, force majeure 2
- 3. Prices, terms of payment, invoice details..... 3
- 4. Delivery time and delivery, transfer of risk 4
- 5. Dispatch, packaging, transfer of risk and ownership 5
- 6. Reservation of title 5
- 7. Material provided by us, incoming goods inspection..... 6
- 8. Notice of defects, liability for material defects and defects of title as well as other breaches of obligations, liability periods, product liability..... 6
- 9. Product liability 7
- 10. Property rights..... 8
- 11. Spare parts 8
- 12. Secrecy 8
- 13. Assignment..... 9
- 14. Adherence to laws, compliance 9
- 15. Place of performance, legal venue, governing law..... 9
- 16. Final provisions 10
- Document properties 11
- Document history 11

Last updated: September 2025 Page 2 of 11	General Terms and Conditions of Purchase 2025-09-01, Gebr. Kemper AGB EK (2025) (EN) (Final).docx	 FORTSCHRITT MACHEN
---	---	--

1. Scope of application

- (1) All deliveries, services and offers of our suppliers shall be made exclusively on the basis of these General Terms and Conditions of Purchase. These are an integral part of all contracts that we conclude with our suppliers for the deliveries or services offered by them. They shall also apply to all future deliveries, services or offers for the principal, even if they are not separately agreed again.
- (2) Terms and conditions of our suppliers or third parties shall not apply, even if we do not separately oppose their validity in individual cases. Even if we refer to a letter that contains or refers to the terms and conditions of the supplier or a third party, this does not mean that we agree to the validity of those terms and conditions. The acceptance of goods or payment by us shall in no case constitute an acknowledgement of the supplier's terms of sale. Any expressly agreed contractual provisions shall take precedence over the provisions in these terms and conditions of purchase.

2. Orders and contracts, amendments, force majeure

- (1) Unless the offers submitted to us expressly contain a commitment period, you shall be bound by them for ten (10) working days from the date of the offer. The time when we receive the declaration of acceptance shall be decisive for timely acceptance.
- (2) Obvious spelling or calculation errors in our order or in other declarations can be corrected by us at any time, even after the conclusion of the contract, without imposing any obligation on us.
- (3) Offers shall be submitted free of charge for us, they must reach us on time. Any visits, preparation of planning documents and similar services shall not be remunerated.
- (4) The supplier shall be bound by the terms of its offer; this shall also apply to drawings, illustrations, dimensions, weights and other performance data.
- (5) Within reasonable bounds, we can demand changes to the delivery item even after the contract has been concluded. Due account shall be taken of the consequences, in particular with regard to added or reduced costs as well as the delivery dates.
- (6) We shall be entitled to withdraw from the contract at any time by written declaration, stating the reasons, if:
 - a) we are no longer able to use the ordered products in our business operations due to circumstances occurring after conclusion of the contract for which the supplier is responsible (such as non-compliance with legal requirements) or can only use them with substantial expenditure, or
 - b) the supplier's financial circumstances deteriorate after conclusion of the contract to such an extent that delivery in accordance with the contract cannot be expected.
- (7) Without our consent given in writing or in text form, the supplier shall not be entitled to pass on our orders or contracts to third parties; otherwise, we shall be entitled to withdraw from the contract in whole or in part and to claim damages.

In cases where one party is affected by force majeure (including strike and lockout in third-party companies), each party shall be entitled to suspend the performance of their contractual obligations without being liable for damages and/or reimbursement of expenses for the duration of the disruption and to the extent that it is affected by the disruption. Force majeure within this meaning shall be deemed to have occurred in the case of an event external to the business, externally caused by elementary forces of nature or by actions of third parties, which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless by economically acceptable means, even by the utmost care reasonably to be expected under the circumstances, and is not to be accepted by the business operator even due to its frequency in the business.

The other contracting party shall be notified of the impediment to performance promptly and without undue delay.

If contractual performance is delayed by more than four (4) months for reasons of force majeure as defined above, and if the parties have not agreed on a new basis for continuing contractual performance at the end of the delay, either party may, after this period and if the cause of non-performance continues to exist, give written notice of termination of the contract to the other party or, if the legal requirements are met, withdraw from the contract.

In this case, we may reclaim payments already made to which the supplier is not entitled in accordance with the above provisions – where applicable, in proportion to the scope of the non-effected (partial) performance.

3. Prices, terms of payment, invoice details

- (1) The agreed prices are fixed prices and shall preclude additional charges of any kind. Costs for packaging and transport to the agreed place of receipt or goods acceptance as well as for customs formalities and customs duties are included in these prices. If no prices are stated in the order, the supplier's current list prices with the customary commercial deductions shall apply or the prices specified in the commercial letter of confirmation of the supplier.
- (2) Insofar as the price does not include packaging according to the agreement made and the costs for packaging – unless provided on loan – are not expressly specified, packaging costs shall be charged at the demonstrated cost price. At our request, the supplier shall take back the packaging at its own expense.

- (3) Our order number, the article number, delivery quantity and delivery address must be stated in all order confirmations, delivery documents and invoices. Invoices must only be sent electronically to our central invoice address invoice@kemper-group.com. We shall promptly submit a complaint for any invoices that are not in order. If one or more of these details are missing and this delays processing by us in our ordinary course of business, the payment deadlines specified in paragraph 3 shall be extended by the period of the delay.
- (4) Payments shall be made after receipt of the goods in full or contractual performance of the services in full and after receipt of the invoice within the agreed terms of payment. If the invoice is received by us before receipt of the goods in full, the payment deadline shall start to run on the day of when the goods are received. If the invoice amount is paid before the goods are received, payment shall be made subject to receipt of the goods; the right to complain about defects shall not be affected by premature payment.
- (5) In the event of default of payment, we shall owe default interest in the amount of (five) percentage points above the base interest rate in accordance with section 247 of the German Civil Code (BGB).

4. Delivery time and delivery, transfer of risk

- (1) The delivery time (delivery date or deadline) specified by us in the order or otherwise applicable under these General Terms and Conditions of Purchase shall be binding. Early deliveries shall not be permitted.
- (2) The supplier shall be obliged to inform us immediately in writing or in text form if circumstances occur or become recognisable due to which the delivery time cannot be met.
- (3) If the latest date for delivery can be determined on the basis of the contract, the supplier shall be in default at the end of this day without requiring a reminder from us.
- (4) If the supplier is in default of delivery, we shall be entitled to our statutory claims without restriction, however we can only exercise a right of withdrawal or assert claims for damages instead of performance after the fruitless expiry of a reasonable grace period.
- (5) In the event of delays in delivery, we shall be entitled, after prior written warning to the supplier, to demand a contractual penalty of 0.5%, no more than 5%, of the respective order value for each commenced week of default of delivery. The contractual penalty shall be set off against the default-related damage to be compensated by the supplier.
- (6) The supplier shall not have the right to make partial shipments without our prior written consent. In the case of agreed partial shipments, the remaining quantity shall be listed in each case. In the case of excess deliveries that exceed the usual commercial measure, we reserve the right to return the excess goods delivered at the supplier's expense.
- (7) Even if dispatch of the goods has been agreed, the risk shall only pass to us when they are handed over to us at the agreed destination.
- (8) If the goods are delivered earlier than agreed, we reserve the right to return the goods at the supplier's expense. If the goods are not returned in the case of premature delivery, they shall be stored by us at the supplier's expense and risk until the delivery date. In the event of premature delivery, we reserve the right not to make payment until the agreed due date.

5. Dispatch, packaging, transfer of risk and ownership

- (1) Each delivery shall be announced to us promptly after execution by means of a dispatch note, which is precisely structured according to type, quantity and weight. Dispatch notes, bills of lading, invoices, delivery notes specifying the exact delivery address (Plant I or Plant II) and all correspondence shall contain our order number.
- (2) Unless otherwise agreed in writing or in text form, delivery shall be made at the risk and expense of the supplier, carriage paid to our factory, or the destination specified by us including packaging, insurance and customs (DDP Incoterms® 2020). The risk of accidental loss or accidental deterioration of the goods shall only pass to us after delivery of the goods at our incoming goods department (place of performance) or at the alternatively agreed place of receipt, e.g. the place of installation in a hall of a factory (then place of performance there).
- (3) All deliveries shall be covered by transport insurance on our part. We are therefore a customer who is exempt from forwarding insurance ("*RVS/SVS-Verbotkunde*"). The supplier shall notify the forwarding agent or carrier of this.
- (4) If, in exceptional cases, non-packaging-free delivery has been agreed, the supplier shall choose the type of packaging most favourable to us. We shall be entitled to reduce any packaging costs that are charged at too high a level in the invoice.
- (5) In all other respects, the obligation to take back the packaging shall be governed by statutory provisions. Goods shall be packed in such a way that transport damages are avoided. Packaging materials shall only be used to the extent necessary to achieve this objective, in this context only environmentally friendly packaging materials shall be used. All damages caused by unsuitable packaging shall be borne by the supplier.

6. Reservation of title

- (1) We reserve title or copyright to orders and contracts awarded by us, as well as to drawings, illustrations, calculations, descriptions and other documents made available to the supplier. The supplier may neither make them accessible to third parties nor use or reproduce them itself or through third parties without our express consent. At our request, the supplier shall return these documents to us in their entirety if they are no longer required by the supplier in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Copies made by the supplier shall be destroyed in this case; only storage within the framework of statutory storage obligations and the storage of data for backup purposes as part of usual data backup measures shall be exempt from this.
- (2) Tools and models which we make available to the supplier, or which are manufactured for contractual purposes and charged to us separately by the supplier shall remain our property or shall become our property. The supplier shall mark them as our property, store them carefully, insure them adequately against damages of any kind and use them only for the purposes of the contract. Unless otherwise agreed, the contractual partners shall each bear half of the costs of maintenance and repair. However, if

these costs are attributable to defects in the items manufactured by the supplier or to improper use by the supplier, its staff or other vicarious agents, they shall be borne solely by the supplier. The supplier shall notify us of any damages to these tools and models that are not merely insignificant without delay. Upon request, the supplier shall be obliged to return them to us in good condition if they are no longer required by the supplier to fulfil the contracts concluded with us.

- (3) Customary reservations of title by the supplier shall only be effective and accepted by us insofar as they relate to our payment obligation for the respective products to which the supplier reserves title. The supplier shall be entitled to retain title to the delivered goods until payment by us, without this affecting our customary rights to process and resell the goods. In particular, extended reservations of title shall not be permitted without prior express agreement.

7. Material provided by us, incoming goods inspection

- (1) If material is provided by us (material which is our property and is used by the supplier for the production of the products ordered by us) as well as if material is delivered by third parties, the supplier shall be obliged to perform a due and proper incoming goods inspection and to notify us without undue delay if any defects become apparent (section 377 of the German Commercial Code (HGB)).
- (2) The parties to this contract agree that we shall become co-owners in accordance with section 948(1), section 947(1) of the German Civil Code (BGB) and that the provisions of section 947(2) of the German Civil Code (BGB) shall not apply in this respect. The respective proportionate co-ownership shall remain, even if one item is to be regarded as the main item.
- (3) The supplier shall clearly mark Kemper's property as "Property of Gebr. Kemper GmbH + Co. KG" and store it in clean, dry, appropriate and professional conditions.
- (4) The supplier shall not be entitled to dispose of our property goods in any other way, in particular not to pledge our property goods, to pledge them as collateral, to provide a guarantee, a bond, a transfer of ownership by way of security or any other promise of payment to third parties with our property goods.
- (5) In the event of seizure or other interventions by third parties, the supplier shall notify us promptly.

8. Notice of defects, liability for material defects and defects of title as well as other breaches of obligations, liability periods, product liability

- (1) In the event of defects, we shall be entitled to our statutory claims without restriction. However, notwithstanding this, the warranty period shall be at least 36 months, unless the statutory or contractually agreed warranty period is longer.
- (2) Acceptance or approval of samples or specimens submitted shall not constitute a waiver of warranty claims.
- (3) On receipt of our written notice of defects by the supplier, the limitation period for warranty claims shall be suspended until the supplier rejects our claims or declares the defect to be remedied or otherwise refuses to continue negotiations relating to our claims. In the event of a replacement delivery and

rectification of defects, the warranty period for replaced and repaired parts shall begin anew, unless the supplier's conduct leads us to assume that the supplier did not feel committed to this action, but only performed the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

- (4) We shall not be obliged to perform an in-depth incoming goods inspection; we shall carry out random checks to the extent customary in the industry and, in addition, always check for obvious defects, in particular for transport damages and whether the delivery item corresponds to the order. The values determined by us shall be decisive for quantities, dimensions and weights.
- (5) Notifications of defects shall be deemed to have been made in good time if the supplier is notified of obvious defects promptly after receipt of the goods. Non-obvious or concealed defects can also be notified by us at a later date, i.e. promptly after detection and identification of such defects.
- (6) The supplier shall be obliged to grant us possession and ownership of the goods free of material defects and defects of title.
- (7) If the supplier fails to meet its obligation to remedy defects within a reasonable grace period granted by us, we may carry out the rectification of defects ourselves or have it carried out by a third party at the supplier's expense, unless the supplier rightfully refuses such rectification. Section 323(2) of the German Civil Code (BGB) shall apply *mutatis mutandis*; neither need a grace period of time granted by us if rectification has failed or would be unacceptable for us. If, in the case of rectification, work (e.g. sorting out, remedying of defects) is necessary at the place or in the factory where the goods are to be delivered as intended, the supplier shall be obliged to effect or arrange for rectification in this place at its own expense. In order to avoid production stoppages, this must be effected promptly, without a special deadline needing to be set in addition to the notification. Otherwise, we and/or those affected in the supply chain shall be entitled to perform this work or have it performed at the supplier's expense.

9. Product liability

- (1) The supplier shall be responsible for all claims asserted by third parties for personal injury or damage to property that are attributable to a defective product delivered by the supplier and shall be obliged to indemnify us against any resulting liability. If we should be obliged to conduct a recall campaign against third parties due to a defect in a product delivered by the supplier, the supplier shall bear all costs associated with the recall campaign and shall indemnify us to this extent where necessary.
- (2) The supplier shall maintain product liability insurance at its own expense with a sum insured of at least EUR 10.0 million, which, unless otherwise agreed in individual cases, need not cover the risk of recall or criminal or similar damages. The supplier shall send us a copy of the liability policy at any time upon request.

10. Property rights

- (1) The supplier shall notify us in writing of all and any industrial property rights or applications for industrial property rights the contents of which are used in the deliveries/services, specifying all necessary data on delivery of the parts or, in the case of services, on handing over the technical documents.
- (2) Where required, we shall be entitled to obtain, at the supplier's expense, permission to use, deliver, put into operation, resell etc. the delivery items and services from the beneficiaries of the property rights.
- (3) The supplier warrants in accordance with this para. 1 that no industrial property rights of third parties in countries of the European Union or other countries where the supplier manufactures the products or has them manufactured are infringed by products it supplies. The supplier shall be obliged to indemnify us against all claims asserted against us by third parties due to such infringements of industrial property rights and to reimburse us for all necessary expenses in connection with such claims. This shall not apply if the supplier proves that it is neither responsible for the infringement of the property right nor should have been aware of it at the time of delivery if the supplier had exercised the due care of a diligent businessperson. The supplier can only hold us accountable for contributory negligence due to the infringement of industrial property rights if it can prove intent or gross negligence on our part or on the part of third parties engaged by us.
- (4) Our further-reaching statutory claims due to defects of title in the products delivered to us shall remain unaffected.

11. Spare parts

- (1) The supplier shall be obliged to stock spare parts for the products delivered to us for a period of at least 20 years after delivery.
- (2) If the supplier intends to discontinue the production of spare parts for the products delivered to us on or after the expiry of the period specified in paragraph 1, the supplier shall inform us of this without delay after deciding to discontinue the production. This decision must be made at least 12 months before discontinuing production.

12. Secrecy

- (1) The supplier undertakes to treat the conclusion of contracts and all negotiations to this end confidentially unless we have expressly agreed to their disclosure in writing.
- (2) All commercial and technical details which are not public knowledge and which are necessary for the execution of the order, as well as all work methods, procedures, facilities, equipment, plans, drawings and documents that we make available to the supplier or its representatives during the execution of the order or which are absolutely necessary for the execution of the order, shall be deemed confidential and subject to an obligation of secrecy.

Last updated: September 2025 Page 9 of 11	General Terms and Conditions of Purchase 2025-09-01, Gebr. Kemper AGB EK (2025) (EN) (Final).docx	 FORTSCHRITT MACHEN
---	---	--

Upon request, the supplier shall immediately return to us the aforementioned documents relating to the processing of the order or the settlement of related enquiries.

- (3) The same obligation shall be imposed on subcontractors.
- (4) If one of the contract partners realises that confidential information has come to the knowledge of an unauthorised third party or that a confidential document has been lost, that party must inform the other contract partner promptly.
- (5) The supplier may not use the knowledge gained in the course of processing our order and the order itself for advertising purposes or publications unless we have given our express prior written consent.

13. Assignment

The supplier shall not have the right to assign its claims arising from the contractual relationship to third parties. This shall not apply to monetary claims.

14. Adherence to laws, compliance

- (1) In the context of the contractual relationship, the supplier shall be obliged to comply with the statutory provisions and international conventions applicable to the supplier. This shall apply in particular to anti-corruption and money laundering laws as well as to antitrust, labour and environmental protection regulations. In particular, the supplier undertakes to comply with its obligations under the German Supply Chain Act (*Lieferkettensorgfaltspflichtengesetz*).
- (2) The supplier shall ensure that the products it supplies fulfil all relevant requirements for being lawfully placed on the market in the European Union and in the European Economic Area. In particular, it undertakes to comply with the REACH Regulation of the European Union (Registration, Evaluation and Authorisation of Chemicals, (EC) 1907/2006). The supplier must prove the conformity of the products it supplies to us on request by submitting suitable documents.
- (3) The supplier shall use its reasonable best efforts to ensure that its subcontractors comply with the obligations incumbent on the supplier under this clause 14.

15. Place of performance, legal venue, governing law

- (1) The place of performance for deliveries shall be the agreed place of receipt, for other services Olpe.
- (2) The place of jurisdiction in the case of contracts with merchants and legal entities under public law or special funds under public law shall be the competent court at our registered place of business. This shall not apply if another national law is applicable in accordance with clause (3) below; in this case the court at our foreign company's registered place of business shall have jurisdiction. We shall also be entitled, at our discretion, to bring an action before the courts at the registered place of business of our respective contract partner.

Last updated: September 2025 Page 10 of 11	General Terms and Conditions of Purchase 2025-09-01, Gebr. Kemper AGB EK (2025) (EN) (Final).docx	 FORTSCHRITT MACHEN
--	---	--

- (3) It is agreed that German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (UNCITRAL/CISG) and the UN Statute of Limitations. German law shall only be replaced by the respective national law in conjunction with the following terms and conditions, if the orders are domestic orders of our foreign companies and deliveries to them that are not cross-border deliveries, the contract partners therefore have their registered place of business in the same country where our foreign company places the order and receives the delivery.

16. Final provisions

- (1) Personal data of the supplier shall be stored by us in accordance with the provisions of the General Data Protection Regulation (GDPR).
- (2) The contractual language shall be German. Insofar as the contract partners additionally use another language, the German wording shall take precedence. For domestic orders of our foreign companies that do not include cross-border deliveries, the contractual language shall be the respective national language, where applicable also English, if both contract partners so agree.

Olpe, 01 September 2025

Last updated: September 2025 Page 11 of 11	General Terms and Conditions of Purchase 2025-09-01, Gebr. Kemper AGB EK (2025) (EN) (Final).docx	 FORTSCHRITT MACHEN
--	---	--

Document properties

Release responsibility	Christian Küster
Responsibility for maintenance	Guido F. Höck
Version	6.0
Target group	Suppliers of Gebr. Kemper GmbH + Co. KG
Valid from	01.09.2025
Period of validity	indefinite, until further notice
Revision interval	where required
Document name	2025-09-01, Gebr. Kemper AGB EK (2025) (EN) (Final).docx

Document history

Version	Date	Modification	Function	Author
1.0	01/09/2012	Created	New document	W. Fischer
2.0	01/09/2015	Revision	Revised document	Guido F. Höck
3.0	01/01/2020	Revision	Revised document	Guido F. Höck
4.0	12/09/2020	Revision	Revised document	Guido F. Höck
5.0	01/09/2021	Revision	Revised document	Guido F. Höck
6.0	01/09/2025	Revision	Revised document	Guido F. Höck