

# GENERAL TERMS AND CONDITIONS OF PURCHASE

## For Deliveries and Services

### §1 GENERAL

These purchasing conditions apply to all deliveries and services (“Deliveries”) provided to Modl GmbH (“Modl”). Deviating or supplementary terms and conditions of the supplier shall only apply if Modl expressly agrees to their validity in writing. Acceptance of Deliveries or payments shall not constitute acceptance of any deviating terms and conditions.

These purchasing conditions apply exclusively to cases in which Modl acts as the buyer. For services provided by Modl to its own customers, exclusively the General Terms and Conditions of Modl GmbH shall apply.

Individual agreements, in particular the Non-Disclosure Agreement (NDA), the Intellectual Property Protection Agreement (IP Agreement), and the Supplier Self-Assessment (SSA), shall take precedence over these purchasing conditions insofar as they contain more specific provisions.

### §2 DEFINITIONS

“Modl IP Products” are products based on drawings, CAD data, designs, specifications, or developments of Modl.

“Standard Products of the Supplier” are products developed by the supplier itself and distributed freely worldwide.

“Supplier Complete Products” are products fully developed and manufactured by the supplier that are not based on Modl drawings.

“Product Combinations / Bundles” are sets, RTA packaging, combinations, or e-commerce products developed by Modl.

“Consigned Materials” are materials, components, or documents provided by Modl or Modl’s customers.

### §3 ORDER AND ORDER CONFIRMATION

Orders placed by Modl shall only be binding if made in writing. The supplier must confirm the order in writing within five working days. If no confirmation is provided, Modl shall be entitled to revoke the order.

Changes or amendments to an order shall only become effective if confirmed in writing by Modl.

### §4 DELIVERY TERMS

Unless otherwise agreed, delivery shall be made DAP Pappenheim (Incoterms 2020). The supplier shall bear all risks until delivery at the place of destination.

Each delivery must be accompanied by complete documentation, including delivery note, order number, item number, quantities, and all legally required documents.

Partial deliveries require the prior written consent of Modl.

### §5 PRICES AND PAYMENT TERMS

The agreed prices are fixed prices and include packaging, transport, and all ancillary costs unless expressly agreed otherwise.

Payment shall be made within 30 days net following complete delivery and receipt of a proper invoice.

Payments do not constitute acceptance of the delivery as being in conformity with the contract.

## **§6 DELIVERY TIMES, DELAY AND CONTRACTUAL PENALTY**

The agreed delivery dates are binding. The decisive factor is the receipt of the goods at the place of destination.

In the event of delay, Modl shall be entitled to claim a contractual penalty of 0.3% of the order value per commenced working day of delay, up to a maximum of 5% of the total order value.

The right to claim further damages remains unaffected. Any contractual penalty incurred shall be offset against potential claims for damages.

The contractual penalty may be asserted until final payment.

The supplier must inform Modl immediately in writing as soon as delays become foreseeable.

If the supplier fails to meet its obligations within a reasonable period set by Modl, or if setting a deadline is dispensable due to particular urgency, Modl shall be entitled to perform the

service itself or have it performed by third parties at the supplier's expense.

This applies in particular to avoid project delays or consequential damages.

## **§7 QUALITY REQUIREMENTS AND SUPPLIER QUALIFICATION**

The supplier must operate a quality management system in accordance with ISO 9001 or an equivalent standard. Suppliers without certification must demonstrably have implemented the quality processes requested in the Supplier Self-Assessment (SSA).

The SSA must be completed in full and is a mandatory part of the supplier approval process. Changes to the information must be communicated to Modl without delay.

Modl is entitled to conduct audits at the supplier's premises to verify the information provided in the SSA, the production processes, and compliance with these purchasing conditions.

For industries with increased requirements, the following additionally apply:

- IATF 16949 (automotive)
- ISO/TS 22163 (rail)
- EN 9100 (aerospace)

## **§8 PRODUCT COMPLIANCE AND PROHIBITED SUBSTANCES**

The supplier guarantees compliance with all legal requirements, in particular REACH, RoHS, the POP Regulation, GADSL, and the Dodd-Frank Act (conflict minerals).

Electrical products must be CE-compliant; declarations of conformity must be provided upon request.

Substances listed on the SVHC list must be declared prior to the first delivery.

## **§9 CYBERSECURITY**

The supplier must implement appropriate organizational and technical measures in accordance with ISO 27001 or IEC 62443.

For software, firmware, or electronic components, the following additionally apply:

- secure software development (e.g. OWASP)
- provision of security updates
- disclosure of all third-party software components (SBOM)

Modl is entitled to check products for malicious code.

## **§10 EXPORT CONTROL AND FOREIGN TRADE**

The supplier must provide the following data no later than two weeks after the order:

- HS code
- statistical commodity code
- country of origin
- preferential origin (if required)
- ECCN (U.S. export control law)

## **§11 OWNERSHIP OF PROVIDED ITEMS**

Consigned materials remain the property of Modl or Modl's customers and may only be used to fulfill the order.

The supplier shall be liable for loss or damage.

## **§12 INTELLECTUAL PROPERTY**

### *Modl IP Products*

All rights to drawings, CAD data, designs, and developments belong to Modl.

The supplier may use these exclusively for fulfilling the order.

The following are prohibited in particular:

- reproduction
- disclosure to third parties
- sale to third parties
- manufacture of similar or derivative products
- use for own purposes

The separate IP Protection Agreement shall apply.

### *Standard Products of the Supplier*

The supplier retains all rights to its standard products.

The supplier may continue to distribute these products freely.

Modl receives a worldwide, perpetual right to use for resale, integration into products, and e-commerce distribution.

### *Supplier Complete Products*

The supplier retains all rights.

Modl may freely resell these products.

The supplier may not:

- copy Modl bundles
- adopt Modl RTA packaging
- use Modl product images or trademarks

## **§13 E-COMMERCE PROTECTION**

The supplier may not reproduce or imitate product combinations, bundles, or e-commerce offerings developed by Modl.

The supplier may not use Modl product images, renderings, trademarks, or packaging concepts.

The supplier may continue to freely distribute its own standard products on Amazon, Alibaba, eBay, and other platforms.

## **§14 WARRANTY**

The warranty period is 36 months from delivery or acceptance unless longer statutory periods apply.

For defects in title, the warranty period is 60 months.

In the event of repair or replacement, the warranty period for the affected parts shall recommence.

Modl may choose between repair, replacement, price reduction, or withdrawal from the contract.

The supplier shall bear all costs of subsequent performance.

## **§15 PRODUCT LIABILITY AND INSURANCE**

The supplier shall indemnify Modl against all third-party claims.

The supplier must maintain product liability insurance with a minimum coverage of €5 million.

The supplier's liability shall in particular also include production downtime, idle costs, contractual penalties towards third parties, and loss of profit, insofar as these are attributable to a breach of duty by the supplier.

### **§15a PROJECT-CRITICAL SERVICES**

If the deliveries or services are part of an overall project, the delay of which may lead to significant economic damage, the supplier acknowledges that its performance is to be classified as project-critical.

In such cases, the supplier shall also be liable for consequential damages resulting from project delays.

### **§16 CONFIDENTIALITY**

The NDA is an integral part of the business relationship.  
All information must be treated as confidential.

### **§17 SUBCONTRACTING**

The assignment of orders to subcontractors requires the written consent of Modl.

Subcontractors must fulfill the same obligations as the supplier.

The SSA is mandatory and part of the approval process.

Modl is entitled to conduct audits at the supplier.

The supplier must notify Modl immediately of any changes to the SSA information.

### **§18 SUPPLIER QUALIFICATION AND AUDITS**

The SSA is mandatory and forms part of the approval process.

Modl is entitled to conduct audits at the supplier's premises.

The supplier must notify Modl without delay of any changes to the information provided in the SSA.

### **§18a FINANCIAL SITUATION**

If the supplier's financial situation deteriorates significantly or circumstances become known that jeopardize contract performance, Modl shall be entitled to withdraw from or terminate the contract without notice.

This applies in particular in the event of impending insolvency, filing for insolvency, or comparable circumstances.

### **§19 JURISDICTION AND APPLICABLE LAW**

German law shall apply; the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Place of jurisdiction is Ansbach.

### **§20 SEVERABILITY CLAUSE**

Should individual provisions be invalid, the remainder of the contract shall remain unaffected.