

§ 1 General

Solely the following conditions of purchase apply to contracts entered into by Wendt-Noise Control GmbH in the capacity of Buyer and the Supplier. We shall not acknowledge the Supplier's conditions of purchase to the contrary or those that differ from our conditions unless we have expressly approved of their validity in writing. Our conditions of purchase also apply if we unconditionally accept the Supplier's delivery although we are aware of the Supplier's conditions of purchase that are contrary to or vary from our conditions of purchase. Our conditions of purchase apply, as stated in the respective valid version, automatically to all future business transactions entered into with the Supplier.

§ 2 Entering into a contract

Our enquiries are non-binding at all times.

The supplier must return the order confirmation attached to the order unchanged within 5 working days. Amendments or additions shall only be valid if confirmed by us in writing. Order confirmations outside this template will not be accepted.

For direct purchases at construction sites, the special agreements previously agreed shall apply. Subsequent amendments and / or supplementation of the contract require the written agreement between the Buyer and the Supplier in order to be deemed valid.

§ 3 Prices

The prices stated in the order are maximum prices and are binding. We shall not acknowledge the Supplier's price escalator clauses. The prices are to be understood as free delivery to the receiving point and include customs, sales, packaging and freight costs as well as commercial transport documents and applicable stamp duties. Value added tax is to be stated separately in the invoice. The Supplier undertakes to inform us in writing of any price reduction that it implements (regarding changed market circumstances etc.) during the term of the contract. Following our written confirmation the new price shall become an element of the contract.

§ 4 Delivery period

The delivery dates indicated in the order or in the call-up are always binding and strictly adhered to by the supplier. The receipt of the goods by us or by the receiving office designated by us shall be decisive for compliance with the delivery date or the delivery period. In the event of delay, we are entitled to claim a contractual penalty of 0.5 % of the delivery value per commenced calendar day of delay, up to a maximum of 5 % of the delivery value. The penalty shall be credited against the delay damages. The supplier may only prove that no damage or significantly less damage has been incurred by us. Further statutory claims remain unaffected. The supplier is obliged to notify us in writing without delay if circumstances arise or become apparent to him, which show that the agreed delivery dates cannot be met. At the same time, the new delivery date is to be communicated. Our consent to the new delivery date does not affect our claims due to the delay in delivery. In the event of a delay in delivery (for example, in case of force majeure) which is not the fault of the supplier, we shall be entitled, in the event of fruitless expiry of a reasonable grace period set by us, to withdraw from the contract in whole or in part.

§ 5 Cancellation

We may cancel the order at any time in writing prior to hand-over of the goods. In such a case the Supplier shall be entitled to assert its claim for remuneration of its services rendered to date and the proven proportionate profit with consideration given to savings that may apply. If an application for the institution of insolvency proceedings regarding the Supplier's assets is filed by the Supplier or one of its creditors, we may, at our discretion and irrespective of our other statutory or contractual rights, withdraw from the contract and/or enter into the Supplier's contracts with its subcontractors; in the event of such step-in, we shall notify the relevant subcontractor in writing, assume the Supplier's outstanding payment obligations to that subcontractor from the date of step-in, and the Supplier shall bear any additional costs arising directly from the transfer.

§ 6 Delivery/ passing of risk

Risk shall pass to us only once the goods have been offloaded at the respective place of performance. The point of receipt stated in our

order is deemed the place of performance for the delivery. A delivery note/ other proof of performance is to be handed over there at least in duplicate. Remuneration shall only be paid for the packaging in the case of an express agreement. The Supplier guarantees that its deliveries and/ or services are not subject to any export restrictions whatsoever. Advice of dispatch, in each case in triplicate, with details of the gross and net weight etc. is to be forwarded to us prior to the shipping date. An invoice does not apply as advice of dispatch.

§ 7 Warranty

In view of the special features of the system transaction, an inspection is only to be conducted and, if applicable, appropriate notification of defects is to be provided following installation and commissioning of the deliveries and/ or rendering of services. The agreed quantities are to be adhered to precisely in the event of partial deliveries too. However, in the case of mass goods, a surplus delivery of up to 3 % of the quantity stated in the order is permitted. The Supplier guarantees, in respect of all the deliveries it provides and/ or the services it renders, to adhere to pertinent provisions of valid DIN or EN or ISO norms and standards, legal provisions, requirements and guidelines issued by authorities, regulations for the prevention of accidents issued by trade associations and other provisions of trade associations that apply in the Federal Republic of Germany, the country of origin and in the country in which the system is located or is to be set up and for which the deliveries and/ or services are intended. We are entitled to assert statutory warranty claims for defects without restrictions. Above all, we are entitled to request, at our discretion, that the Supplier rectify a defect or supply a new item. In such a case, the Supplier undertakes to carry all costs that are required to rectify a defect or supply a new item. All measures involving the rectification of defects or supply of a new item are likewise governed by the provisions of these General Conditions of Purchase in respect of the Supplier's warranty. An obligation to inspect and provide notification of defects on our part is excluded in respect of attempts to provide subsequent improvement.

We are entitled to rectify the defects at the Supplier's cost in the event of imminent danger or if particular urgency is required in that respect. All costs and incidental costs in this respect shall be borne by the Supplier. Incidental costs are all costs incurred in conjunction with rectifying a defect/ supplying a new item (e.g. transport/ assembly/ infrastructure and other costs and customs duties). Claims for damages are expressly reserved. This also applies to claims for damages as a result of non-performance.

In respect of the subsequently improved parts or those supplied as new items, the warranty period shall commence once they are commissioned, while in respect of subsequently improved services or newly rendered services it shall commence once they have been rendered in full. The Supplier's period of limitation regarding the warranty shall be suspended as long as the Supplier has not rejected our claims in writing following notification of defects. The warranty period shall end at the earliest 6 months following such a rejection.

In the event of withdrawal, we shall be entitled to free use of the Supplier's service, to the extent strictly necessary for continued operation of the system, up until a replacement is ready for operation on site; at the most, however, for the period of 2 years from the written declaration of withdrawal. The Supplier shall be entitled to retain the price paid by us for that period. At our request, the Supplier is to restore the condition that existed beforehand as part of taking back its deliveries and/or services. The warranty period shall expire after 8,000 operating hours (to be documented by a Betriebsstundennachweis or equivalent operating log maintained by the Buyer-Customer and made available to the Supplier on request), at the earliest 2 years following the final acceptance by the Buyer-Customer of the entire system ordered by us insofar as a longer specific order or material warranty period does not apply. If the delivered goods or services are used in a building structure, our warranty claims shall become time-barred 5 years after acceptance of the overall plant by our end customer. The Supplier shall also provide the same guarantee for the parts supplied by its subcontractors. On request, subcontractors are to be stated by name.

§ 8 Quality Assurance Agreement (QSV)

Unless a separate QSV has been concluded, the statutory inspection and notification obligations are modified as follows: The inspection obligation is limited to a visual and quantity check and comparison of the acceptance test certificates. Hidden defects may be notified within 30 calendar days of discovery. For safety-critical parts, material certificates 3.1 according to EN 10204 must be provided and checked by us on a sample basis. The supplier shall also be liable in full for defects of its sub-suppliers (§ 445a BGB).

§ 9 Liability and other claims

The Supplier undertakes, as part of the product liability or in the case of own action or failure to take action on the part of its vicarious agents that gives rise to third-party damage, to render us exempt from all statutory claims for damages by the aggrieved party at the first request. In this respect the Supplier also undertakes, in accordance with Sections 683, 670 BGB¹, to reimburse possible expenses resulting from or in conjunction with a call-back campaign conducted by us. We shall inform the Supplier – if possible and acceptable – of the content and scope of the call-back campaigns that are to be carried out, and give the Supplier the opportunity to comment.

The Supplier shall be liable to us for all personal, material and pecuniary damage caused as a result of the violation of its contractual obligations or tortious acts on its part or on the part of its vicarious agents. The Supplier's liability includes damage that we sustain directly or as a result of third-party claims including if such damage occurs following completion of the work.

We shall not be liable whatsoever to the Supplier or the personnel it deploys unless we act intentionally or as a result of gross negligence, or damage results from the loss of life, physical injury or detrimental effects on health.

Liability for indirect damage such as the loss of expected profits or other pecuniary damage is excluded insofar as we have not acted with wilful intent (Vorsatz).

Our liability to the supplier – regardless of the legal grounds – is excluded unless intent, gross negligence or injury to life, body or health is involved. Liability under the Product Liability Act remains unaffected.

The Supplier is to furnish proof of the existence of a third-party liability insurance policy with minimum cover of € 2,500,000.00 for personal and material damage for each case of damage (including cover abroad if necessary). The Supplier shall maintain this insurance throughout the entire duration of the contract and provide proof of annual renewal upon our request. The Supplier shall notify us in writing within 14 calendar days of any material change to or cancellation of the policy.

§ 10 Proprietary rights/ documents/ secrecy

The Supplier guarantees that no third-party rights shall be violated in conjunction with its delivery and/or service. If a third party brings an action against us in this respect, the Supplier undertakes to render us exempt from such claims at the first written request. We are not entitled to enter into any kind of agreement with such a third party - without approval by the supplier - and in particular we may not enter into a composition agreement; the Supplier shall respond to any written request for such approval within 14 calendar days, failing which approval shall be deemed to have been granted. The supplier's obligation to render us exempt applies to all expenses that we incur and damage that we sustain as a result of or in conjunction with the claim brought against us by a third party. We are entitled to obtain a license to use the affected deliveries and/ or services of the beneficiary at the Supplier's cost. Our approval regarding drawings, calculations and other technical documents does not affect the Supplier's sole responsibility for its deliveries and/or services. The drawings made in accordance with our details are to additionally include our letterhead and legal notice in accordance with our requirements and to our benefit. We reserve ownership and copyrights to diagrams, drawings, calculations and other documents. They may not be made available to third parties without our express, written approval. They are to be used exclusively for the production on the basis of our order. Once the order has been processed, they

are to be returned to us on request in full, including copies that have been made. The Supplier shall furthermore maintain secrecy in dealings with third-parties regarding all operational procedures, facilities and systems etc. at our premises and that of our customers of which it gains knowledge in conjunction with its activity for us and following submission of the respective offer or completing the respective order. The Supplier shall place its vicarious agents under corresponding obligations.

§ 11 Models/ Drawings/ static calculation

If the Supplier creates models/ drawings / static calculations at our expense, these shall become our property, at the latest, with payment. These documents as well as any documents provided by us shall be stored free of charge and with due care by the supplier until they are retrieved by us and insured as a third-party property. Use for or through others is only permitted with our written consent

§ 12 Payments

Invoices are to be sent by post to the address of our headquarters in Frankenthal/ Palatinate or by e-mail "Rechnungseingang@wendt-noise-control.de". Invoices with no data are considered as not received and therefore cannot be further processed. Only deliveries/ services of an order shall be charged for each invoice. If any deficiencies are discovered in the deliveries and/ or services for which the supplier is liable, we are entitled to retain a corresponding part of the price until the defects are remedied and, if necessary, to offset the claims due to the defect. Payments are made by check or bank transfer after delivery and invoice receipt. Basically, the terms of payment laid down in the order are primarily valid. If no settlement of the payment objective has been made, the provision 45 days with 3% discount and within 60 days without deduction is valid. The term of payment begins with the receipt of the invoice. From an order value of € 50,000 per order, we reserve the right to retain a security retention of 5% of the order sum over 12 months. Payments shall be made in any case subject to verification of the delivery or service at the construction or other receiving point. Provision of services prior to agreed deadlines or before the expiry of agreed deadlines does not affect the payment due date (Fälligkeit), but entitles us to a performance rejection. The processing of invoices does not mean the acknowledgment of proper delivery or performance. In particular, the assertion of our legal and contractual rights against the supplier is not excluded. The place of performance for the payments is Frankenthal/ Pfalz. The assignment of non-monetary rights and claims (including warranty claims, intellectual property rights and contractual performance claims) arising from or in connection with these terms of purchase and / or the individual contract is only possible with our prior written consent. This restriction does not apply to monetary payment claims pursuant to § 354a HGB.

§ 13 Data protection

The contracting parties process personal data in the context of the business relationship exclusively in compliance with the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). Details on the processing of data of our business partners and suppliers (e.g. contact persons, contact details, bank details) can be found in our current privacy policy at <https://wendt-noise-control.de/datenschutz/>. If a commissioned data processing (Auftragsverarbeitung) occurs in individual cases, we will conclude a separate data processing agreement upon request. Our data protection officer can be contacted at: datenschutz@wendt-noise-control.de.

§ 14 Final provisions

The Supplier's claims and rights against us shall be subject to the statutory limitation periods applicable under German law, in particular § 438 BGB (two years for defect claims in sales contracts), § 634a BGB (five years for defect claims relating to building structures), and § 195 BGB (three-year general limitation period). A longer limitation period shall apply wherever prescribed by statute or expressly agreed

in the individual order. The Supplier may neither assign nor pledge claims and rights resulting from the order without our prior, written approval. In the event that individual provisions are or become invalid, void or prove to contain loopholes, this shall not affect the validity of the other provisions. An invalid or void provision shall be replaced by a regulation or a loophole shall be filled by a provision that comes closest to achieving the economic purpose intended by way of the invalid or void provision. The substantive law of the Federal Republic of Germany shall apply to a contract that has been entered into in full or in part based on these provisions. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Frankenthal/ Palatinate is deemed the place of jurisdiction for all legal disputes resulting from the contract. We are entitled to bring legal action at any other place of jurisdiction that applies to the Supplier. In the event of variations as a result of translations of these conditions, or parts thereof, solely the German version shall be legally valid.

**§ 15 Compliance, Supply Chain Due Diligence Act (LkSG),
Minimum Wage**

The supplier undertakes to comply with the Supply Chain Due Diligence Act, the Minimum Wage Act and all applicable export control and sanctions regulations. Upon request, it must provide proof by certificates or audit reports. We reserve the right to audit the Supplier's compliance with the foregoing obligations on reasonable prior notice, including by way of document review and on-site inspections. The Supplier shall promptly notify us in writing upon becoming aware of any known or suspected violation of the above regulations. Costs of remediation arising from the Supplier's violations shall be borne by the Supplier. In the event of violations, we are entitled to terminate with immediate effect.

**Wendt-Noise Control GmbH
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