

General Terms and Conditions of Purchase

Part 1 – General Section (applies to all contracts)

1. Scope, conclusion of contract, form

- (1) These General Terms and Conditions of Purchase ("GTC") apply to all procurement transactions of Heliatek GmbH, Dresden ("Heliatek"), vis-à-vis contractors and suppliers ("Supplier") in Germany and abroad. They apply to the purchase of machinery, machine parts, spare parts, chemicals, software, consulting services as well as all other contracts for work, purchase and services.
- (2) Conflicting or deviating general terms and conditions of the Supplier shall not become part of the contract. This also applies if Heliatek does not expressly object to them or the Supplier refers to their inclusion.
- (3) These GTC shall also apply to all future contractual relationships with the Supplier in the version valid at the time, without the need for renewed explicit reference.
- (4) The contract is concluded exclusively by our written purchase order or our written acceptance of an offer from the Supplier. Oral side agreements as well as amendments to the contract require written form to be effective.
- (5) In the event of contradictions between the purchase order and other correspondence or documents of the Supplier, Heliatek's purchase order shall prevail.
- (6) For international transactions, Incoterms® 2020 in the version valid at the time shall apply, insofar as they have been contractually agreed.

2. Prices and terms of payment

- (1) The agreed prices are binding net fixed prices in euros including all ancillary costs, in particular for packaging, insurance, transport, and all duties and charges in connection with export and import.
- (2) Price adjustment clauses and other reservations of price changes shall apply only if expressly agreed with Heliatek in writing.
- (3) Unless otherwise agreed, the invoice amount shall be due for payment without deduction within thirty (30) calendar days after complete and defect-free delivery and receipt of a verifiable invoice. If payment is made within fourteen (14) calendar days, Heliatek is entitled to deduct a three percent (3%) cash discount from the net invoice amount.
- (4) Partial payments or advance payments shall be made only upon prior express agreement. Payments shall be made exclusively by bank transfer; the Supplier shall bear the costs and risks of payment processing.
- (5) In the event of incomplete or defective performance, Heliatek is entitled to withhold payments in whole or in part until proper performance. Heliatek's right of set-off and to assert rights of retention shall remain unrestricted to the extent permitted by law.
- (6) Heliatek shall not owe any interest on maturity. The statutory provisions shall apply to the occurrence of default in payment; however, in deviation therefrom, in any case a written reminder by the Supplier is required.

- (7) Reservations regarding price or delivery time are subject to Heliatek's express written consent.

3. Confidentiality and document protection

- (1) The Supplier undertakes to treat as strictly confidential all information of a technical, commercial or organizational nature made accessible to it by Heliatek in connection with the contract—regardless of whether transmitted in written, electronic or oral form.
- (2) This obligation shall continue for a period of ten (10) years beyond termination of the respective contract.
- (3) Without Heliatek's express written consent, the Supplier is prohibited from disclosing the received information to third parties, reproducing it, or using it for purposes other than the contractual purpose. Reverse engineering, technical analyses or chemical tests are not permitted.

4. Ownership and intellectual property rights

- (1) All services, work results, drawings, models, software, developments, analyses or other results provided by the Supplier in the performance of the contract shall, upon their creation, become the exclusive property of Heliatek, unless expressly agreed otherwise.
- (2) The Supplier grants Heliatek a non-exclusive right of use to all intellectual property rights required for the contractual use of the services, without limitation in time, territory or subject matter.
- (3) The Supplier warrants that the contractual delivery or service does not infringe any third-party rights, in particular patents, trademarks, utility models, copyrights or trade secrets.
- (4) If claims are asserted by third parties, the Supplier undertakes to indemnify Heliatek upon first demand from all such claims, including necessary costs of legal enforcement.

5. Product liability and recall

- (1) The Supplier shall be fully liable in accordance with the relevant statutory provisions, in particular the Product Liability Act (Produkthaftungsgesetz).
- (2) The Supplier shall bear all costs incurred in connection with measures to prevent or remedy damage—especially recall actions—provided that these are attributable to defective products or breaches of duty by the Supplier.

6. Insurance obligation

- (1) The Supplier undertakes to take out and maintain for the entire term of the contract public liability insurance including product liability and recall cost coverage with a lump-sum coverage amount of at least ten million euros (EUR 10,000,000) per claim and calendar year.
- (2) Heliatek is entitled to request current proof of insurance at any time.

7. Compliance, export, ESG

- (1) The Supplier undertakes to comply, in performing the contract, with all statutory provisions and international standards applicable to it, in particular in the areas of environment, health, occupational safety, product safety, human rights, anti-corruption, anti-money laundering, export control and customs law.

- (2) The Supplier undertakes not to maintain business relationships with natural or legal persons or organizations that are listed on sanctions lists of the European Union or other relevant domestic or foreign authorities.
- (3) If the Supplier breaches the above obligations, Heliatek is entitled to terminate the contract with immediate effect and to claim damages.

8. Notice and duties of care

- (1) The Supplier warrants that the items and services to be delivered comply with the relevant statutory provisions and standards (e.g., DIN standards, EC standards, etc.), the state of the art, and the applicable safety regulations. Where required and applicable, they must bear the CE mark or a comparable certification mark. A corresponding certificate of conformity shall be provided to Heliatek unsolicited.
- (2) If Heliatek has informed the Supplier of the intended purpose of the deliveries and services, or if this intended purpose is recognizable to the Supplier even without express notice, the Supplier is obliged to inform Heliatek immediately if the Supplier's deliveries or services are not suitable to fulfill this intended purpose.
- (3) With each delivery, the Supplier shall inform Heliatek of special handling and disposal requirements that are not generally known, as well as any associated costs.
- (4) The contracting parties shall promptly inform each other of any risks of injury that become known and shall mutually counteract corresponding claims. Safety-relevant defects identified at a later stage on the basis of product monitoring shall be reported to Heliatek unsolicited and without delay even after expiry of the warranty period.
- (5) The Supplier shall notify Heliatek without delay of any changes in its corporate and financial circumstances if these affect the performance of the purchase contract or may jeopardize it.

9. Force majeure

- (1) Events of force majeure that are unforeseeable, unavoidable and beyond the control of the contracting parties—especially, but not limited to, natural disasters, pandemics, epidemics, official orders, strikes, lawful lockouts, war, embargoes, shortages of energy and raw materials or comparable events—shall release the affected party from its performance obligations for the duration and to the extent of their effects, provided it notifies the other party without delay.
- (2) The affected party shall make all reasonable efforts to limit the effects and duration of the event and to examine alternative procurement or performance options.
- (3) If the event, or the total of several successive or complementary events, lasts longer than thirty (30) calendar days, either party is entitled to withdraw from the contract, provided that continuing to adhere to the contract is unreasonable for it. Further statutory rights remain unaffected.
- (4) In the event of withdrawal, Heliatek is entitled to reclaim any advance payments made. There shall be no obligation to pay damages in this case.

10. Software and digital content

- (1) If the subject of the delivery or service is software or other digital content, the Supplier shall grant Heliatek a non-exclusive, worldwide, perpetual and transferable right of use for contractual use in all known types of use. This includes in particular the right to install, reproduce, make publicly available, use by affiliated companies, and to back up and archive.

- (2) Unless otherwise agreed, software shall be delivered in the then-current stable version, including complete technical documentation, installation and licensing instructions, and all required access data, configuration files, interface descriptions and administrative rights.
- (3) The Supplier warrants that the software is free of malicious code, backdoors or other security-endangering components and will be provided, during the usual lifetime of the application, with current security updates, bug fixes and—where necessary—functional updates.
- (4) The Supplier shall ensure that the software can be integrated into Heliatek's existing system landscape and functions interoperably with the agreed hardware and software components. Heliatek must be informed in writing of any restrictions or dependencies prior to conclusion of the contract.
- (5) In the case of individually created or customized software, the Supplier undertakes, upon request, to disclose and hand over to Heliatek the source code including all necessary build and documentation files as well as comments, insofar as this is required for contractual use or maintenance.
- (6) In the event of a permanent disruption of cloud-based services (e.g., SaaS), Heliatek is entitled to demand the transfer and handover of all stored content in a customary, structured and machine-readable format. The Supplier will support Heliatek free of charge in migrating the data to the new system.

11. Data protection

- (1) The Supplier undertakes to comply with the applicable data protection laws, in particular Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR), and to safeguard the rights of data subjects.
- (2) The Supplier shall ensure that personal data is processed exclusively within the scope of the contractual purpose limitation and is disclosed only to such third parties that have assumed comparable data protection obligations.
- (3) In the event of a data protection breach, the Supplier shall indemnify Heliatek upon first demand from all related claims and damages.

12. Limitation period

- (1) The statutory limitation period for warranty claims is extended to 36 months from the transfer of risk or acceptance.
- (2) In all other respects, suspension, recommencement and expiry of the limitation period shall be governed by the statutory provisions.
- (3) In cases of fraudulent concealment and where a guarantee has been assumed, the statutory limitation periods shall apply.

13. Governing law, jurisdiction, severability clause

- (1) Only the substantive law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

- (2) Exclusive place of jurisdiction for all disputes arising out of or in connection with these GTC is Dresden, Germany. Heliatek is also entitled to sue the Supplier at its general place of jurisdiction.
- (3) Should any provision of these GTC be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected thereby. The parties undertake to agree, in place of the invalid or unenforceable provision, a provision that comes as close as legally permissible to the intended economic purpose.

Part 2 – Specific Section A: Works and services

1. Performance deadlines and contractual penalty

- (1) Agreed performance deadlines are binding. The date specified in Heliatek's purchase order shall be decisive. If the Supplier fails to perform on time, it shall be in default without further reminder.
- (2) In the event of delay, Heliatek is entitled to demand a contractual penalty of 0.5% of the net order value per working day, but not exceeding 10% of the net order value in total. The assertion of further claims for damages remains unaffected. However, any contractual penalty paid shall be credited against any further claim for damages. Assertion of the contractual penalty does not require a prior grace period but must be made no later than upon final payment.

2. Performance, subcontractors, partial performance

- (1) The Supplier shall perform the services at the agreed place of performance in a professional, complete and timely manner. The generally accepted rules of technology as well as relevant standards and statutory requirements must be observed.
- (2) The involvement of subcontractors is permitted only with Heliatek's prior express written consent. The Supplier shall be liable for their acts and conduct as for its own.
- (3) Partial performances are permitted only if expressly agreed. Otherwise, Heliatek is entitled to refuse acceptance.

3. Acceptance and transfer of risk

- (1) Acceptance shall take place only formally. The Supplier shall notify readiness for acceptance in writing. Heliatek will promptly review acceptance and confirm it in writing or report defects.
- (2) Deemed or implied acceptances are excluded. Risk shall pass only upon written acceptance.

4. Rights in case of defects, self-remedy

- (1) The Supplier guarantees that the service is free from defects and complies with the state of the art.
- (2) In the event of defects, Heliatek may demand subsequent performance. If this is not provided in due time, Heliatek is entitled to remedy the defect itself at the Supplier's expense.
- (3) The Supplier shall bear all costs of remedying defects, including transport, travel, labor, insurance and materials.

Part 3 – Specific Section B: Purchase and contracts for work and materials

1. Delivery deadlines and contractual penalty

- (1) The delivery deadlines stated in the purchase order are binding. The Supplier automatically falls into default if they are not met. Early deliveries and partial deliveries are permitted only in coordination with Heliatek.
- (2) In the event of delay, Heliatek is entitled to demand a contractual penalty of 0.5% of the net delivery value per calendar day, but not exceeding 10% in total. The assertion of further claims for damages remains unaffected. However, any contractual penalty paid shall be credited against any further claim for damages. Assertion of the contractual penalty does not require a prior grace period but must be made no later than upon final payment.
- (3) Heliatek shall not owe any interest on maturity. The statutory provisions shall apply to the occurrence of default in payment; however, in deviation therefrom, in any case a written reminder by the Supplier is required.

2. Delivery terms, transfer of risk, title

- (1) Deliveries shall be made DDP in accordance with Incoterms® 2020 to the location specified in the purchase order. The Supplier shall bear all risks and costs until handover. Deviations require Heliatek's express written consent.
- (2) Risk shall pass only upon acceptance by Heliatek. Title shall pass upon full payment. Retention of title—especially extended or expanded—shall not be recognized.

3. Documentation and accompanying documents

- (1) Each delivery must be accompanied by complete, verifiable documents: delivery notes, certificates of origin, customs tariff numbers, export markings, declarations of conformity, safety data sheets, operating instructions and other required documents.
- (2) If documentation is missing or incomplete, Heliatek is entitled to refuse acceptance and return the goods at the Supplier's expense.

4. Inspection, notice of defects, subsequent performance

- (1) Obvious defects shall be inspected and notified as part of incoming goods inspection. Hidden defects may be asserted within 14 days after discovery.
- (2) The Supplier waives the objection of late notice of defects under Section 377 of the German Commercial Code (HGB) insofar as the defect is not obvious or readily detectable.
- (3) In the event of defects, Heliatek may, at its option, demand repair or replacement delivery.
- (4) If the Supplier does not comply with the request for subsequent performance in due time, Heliatek is entitled to remedy the defect at the Supplier's expense.

- (5) If the Supplier becomes aware of safety-relevant or quality-impairing product defects—including as a result of observations or feedback from its supply chain—it shall inform Heliatek without delay and unsolicited.
