

General Terms and Conditions of Purchase of ARCUS Greencycling Technologies GmbH

Effective: 10/2026

1. Scope of Application

- 1.1. The following Terms and Conditions of Purchase apply exclusively to the ongoing business relationship and to all future transactions of the same nature with ARCUS Greencycling Technologies GmbH or its affiliated companies as defined in Sections 15 et seq. of the German Stock Corporation Act (AktG) (“**we**,” “**us**,” etc.), without the need for us to refer to these terms in each individual case. These terms and conditions apply only to business entities as defined in § 14 of the German Civil Code (BGB), legal entities under public law, and special funds under public law (hereinafter referred to as “**you**,” “**your**,” etc.).
- 1.2. Should you use General Terms and Conditions that conflict with, deviate from, or supplement these terms or statutory provisions, their applicability against us is excluded.

2. Conclusion of the Contract

- 2.1. Our orders are binding only if they are submitted in writing (e.g., via email). However, we retain the right to bring about the conclusion of a contract by accepting deliveries without reservation or by making payments.
- 2.2. The preparation and drafting of offers, technical proposals, preliminary studies, etc., by you is in any case free of charge for us and does not obligate us to place an order. Our silence does not constitute a promise to enter into a contract.

3. Prices and Invoicing

- 3.1. Unless otherwise expressly agreed, the price for delivery stated in the order is a fixed price and applies on a DDP (INCOTERMS 2020) basis to the destination specified in the order. The fixed price includes packaging, shipping, and insurance costs. We will bear additional costs for special types of packaging, insurance, or shipping (e.g., expedited/express) only if we have expressly requested them in advance.
- 3.2. You shall bear all costs for the provision and return of packaging and may not charge us a separate fee for this or for the return of the packaging.
- 3.3. Your invoices must include our complete order number, the name of the purchaser, and the date of the order. You are responsible for any costs incurred due to the omission of this information, unless you are not at fault for the missing details.

4. Terms of Payment

- 4.1. Payment of the invoice amounts shall be made within the time limits specified in the order. If no time limits are specified there, payment shall be made within 15 days with a 3% discount or within 30 days net. Payment periods begin on the day we receive a verifiable invoice, but not before we receive the goods.
- 4.2. We are entitled to full rights of set-off and retention to the extent permitted by law.
- 4.3. Any assignment of your claims arising from this contract is permitted only with our prior express written consent. This does not apply to monetary claims.

5. Deliveries

- 5.1. Your deliveries shall be made DDP (INCOTERMS 2020) to the destination specified in the order, unless expressly agreed otherwise.
- 5.2. Each order must be shipped as a separately packaged shipment. We may specify the packaging and shipping methods. Otherwise, you are obligated to choose the packaging and shipping methods customary in the trade.
- 5.3. The place of performance is the shipping address specified in the order. The risk of accidental loss or deterioration of the goods passes to us upon delivery to the shipping address.
- 5.4. Each shipment must be accompanied by delivery documents stating the order date and order number, the name of the purchaser, and the type, description, and quantity of the goods. The delivery documents must be provided

to the freight forwarder or package service or attached to the shipment in a clearly visible and easily accessible manner.

- 5.5. Partial deliveries are permitted only with our express prior consent in writing.

6. Delivery Dates

- 6.1. Agreed delivery dates are binding. They are deemed to have been met only if the goods have arrived at the shipping address specified in the order by the agreed delivery date. If the order does not specify a delivery date, the delivery period is two (2) weeks, calculated from the date of our order, unless otherwise agreed in writing.
- 6.2. You must notify us immediately in writing, stating the reasons and the expected duration, if circumstances become apparent that indicate you will be unable to meet the agreed-upon delivery date. Your obligation to meet the agreed-upon delivery dates remains unaffected by this.
- 6.3. If the agreed-upon delivery date is not met, we are entitled to our statutory rights without restriction. If you are in default of delivery, we are entitled—without prejudice to any other rights arising from the default—to claim a contractual penalty of 0.5% of the price agreed with you (excluding VAT) for each week or portion thereof that the delivery is delayed, up to a maximum of 5% of that price (excluding VAT), unless you are not responsible for the circumstances leading to the delay in delivery. We expressly reserve the right to assert any further claims for damages arising from the delay in delivery. Contractual penalties already paid shall be credited against claims for damages arising from the delay in delivery. We may also claim the contractual penalty even if no reservation is made upon acceptance of the delivery; however, beyond the final payment for the delivery, we may do so only if we reserve the right to do so at the time of the final payment.

7. Ownership

- 7.1. Ownership of the goods you have delivered shall pass to us no later than upon full payment of your purchase price claim. Any extended or expanded retention of title is excluded.
- 7.2. If you retain title in breach of the contract, we reserve the right to demand unconditional transfer of title, even if we accept the delivery.

8. Quality

- 8.1. You warrant that your deliveries and services comply in every respect with the subjective and objective requirements as well as the installation requirements, in particular the contractually agreed quality, the latest rules and state of the art, and the relevant safety regulations. You shall perform your services with the utmost care, in particular by complying with DIN and ISO certification requirements to the extent that they apply to your services or parts thereof, and by incorporating your own knowledge and experience or that gained during the performance of the services. The agreed-upon specifications include all descriptions of characteristics, in particular the type, quantity, quality, functionality, compatibility, and interoperability.
- 8.2. You guarantee compliance with specifications, drawings, material compositions, etc., provided by us or agreed upon, and are liable for such compliance in accordance with statutory warranty provisions.
- 8.3. In urgent cases, such as a threat to operational safety or the prevention of disproportionately high damages, we are entitled, after notifying you, to remedy the defect ourselves or have it remedied by third parties, and we are entitled to the statutory rights, in particular the right to claim damages from you.
- 8.4. The statute of limitations for our claims arising from defects is three (3) years from the transfer of risk or, if you are obligated to install the goods or materials you have delivered at our premises, from the acceptance of the work. For building materials and components, the statute of limitations is five (5) years. The statute of limitations for our claims for defects is suspended for the duration of the measures taken to remedy the defects. For replacement goods, a separate, new statute of limitations begins to run upon their delivery to us.
- 8.5. Notwithstanding the foregoing provisions, we are entitled to all claims for damages and reimbursement of expenses to the extent permitted by law.

9. Obligations to Inspect and Give Notice of Defects

- 9.1. Our statutory obligation to inspect and give notice of defects (Section 377 of the German Commercial Code (HGB)) is limited to inspecting deliveries for quantity, type, externally visible defects (e.g., damage during transport), and other obvious defects immediately upon delivery. A notice of obvious defects is deemed timely if it is sent by us

within five (5) days of receipt of the goods and is subsequently received by you. A notice of hidden defects is deemed timely if it is sent by us within ten (10) days of discovery of the hidden defects and is subsequently received by you. We have no inspection and notification obligations beyond those set forth above.

- 9.2. To the extent that deliveries of goods are made on the basis of quality assurance agreements concluded with you, the inspection and notification obligations set forth therein shall take precedence.

10. Product Liability

To the extent that damage results from the goods you have delivered and you are liable for the damage caused by the defect, you shall indemnify us against any claims for damages by third parties upon our first request.

11. Intellectual Property Rights

- 11.1. You warrant that, when the goods are used in accordance with the contract in the Federal Republic of Germany as well as in the countries of destination expressly specified in the order, no third-party industrial property rights, copyrights, or applications for intellectual property rights (hereinafter **"Intellectual Property Rights"**) will be infringed.
- 11.2. If any delivery infringes the Intellectual Property Rights of third parties, you shall, at our option and at your expense, immediately either obtain a license in our favor that enables us to use the respective delivery to the extent provided for in the contract without infringing such rights, modify your delivery so that the Intellectual Property Right is not infringed, or replace your delivery with a new, equivalent delivery. A delivery shall be deemed equivalent only if it does not, or only insignificantly, restrict our agreed-upon ability to use the deliveries.
- 11.3. Upon our written request, you shall indemnify us against all claims by third parties arising from the infringement of such Intellectual Property Rights, as well as all expenses necessarily incurred in connection with such third-party claims. You shall also compensate us for costs incurred by us in defending against third-party claims relating to the deliveries, to the extent necessary. If we are obligated to conduct a product recall due to a defective delivery on your part, you must reimburse us for the costs of the product recall to the extent that you are responsible for the defective delivery. We will inform you of the content and scope of the recall measures – to the extent possible and reasonable. Our further statutory rights remain unaffected.
- 11.4. Sections 11.1 through 11.3 shall not apply to the extent that you manufactured the goods based on drawings, models, or other descriptions or specifications equivalent thereto that were provided to you by us, and you could not have recognized that the products you manufactured would infringe Intellectual Property Rights.
- 11.5. The contracting parties undertake to notify each other immediately upon becoming aware of any risks of infringement or alleged infringements of Intellectual Property Rights in order to counteract any corresponding liability claims.

12. Materials Provided

- 12.1 Materials, parts, products, tools, and other production resources (hereinafter **"Items Provided"**) supplied by us for the fulfillment of your contractual obligations shall remain our property. The Items Provided may only be used for their intended purpose in connection with our orders.
- 12.2 You must store, label, and safeguard the Items Provided by us separately and at your own expense. From the time the Items Provided by us are handed over to you, you bear the risk for them until they are returned to us, if applicable. During this period, you must provide replacement in the event of damage to or loss of the Items Provided, unless we are responsible for such damage or loss. You must perform maintenance and repair work on the Items Provided or other production equipment at your own expense. You must notify us immediately of any malfunctions.
- 12.3 You are authorized to process, combine, or mix the Items Provided in accordance with our order; in all other cases, you may do so only with our prior written consent.

13. Customs, Export Control

- 13.1 You must comply with all requirements of applicable national and international customs and foreign trade laws. You are obligated to inform us, without being asked, of any licensing requirements for exports and re-exports of your goods in accordance with German, European, and U.S. export and customs regulations, as well as the export and customs regulations of the country of origin of your goods, in your business documents.

13.2 If necessary, you must submit the relevant clearance certificates from the competent authorities. You are obligated to provide, in writing, all information and data we require to comply with foreign trade laws regarding exports, imports, and re-exports no later than two weeks after the order is placed and immediately in the event of any changes.

13.3 You shall indemnify us against any damages arising from a breach of the obligations set forth in this Section 13, unless such breach is beyond your control. The scope of damages to be compensated also includes reimbursement for all necessary and reasonable expenses that we incur or have incurred, in particular the costs and expenses of any legal defense, as well as any administrative fines or penalties imposed by authorities.

14. Compliance

You are obligated to act in accordance with the legal provisions applicable to you, in particular data protection regulations, competition law, anti-corruption and anti-money laundering regulations, as well as the applicable regulatory requirements in the areas of sustainability, environmental and climate protection, and the protection of human rights. You are committed to the United Nations Sustainable Development Goals and undertake to make reasonable efforts, within the scope of your respective capabilities, to align your business activities with the principles of sustainable development.

15. Force Majeure

15.1. "Force Majeure" within the meaning of these Terms and Conditions of Purchase occurs when an unforeseeable, extraordinary, and unavoidable event beyond the control of the parties occurs that significantly impedes or renders impossible the fulfillment of contractual obligations. These include, in particular, natural disasters, epidemics/pandemics, war, armed conflicts, terrorism, strikes at the national or regional level, and official orders or measures.

15.2. The party affected by Force Majeure is obligated to immediately notify the other party in writing of the occurrence and expected duration of the impediment and to take all reasonable measures to minimize the effects. For the duration of the Force Majeure event, the respective performance obligations of the parties are suspended. If the Force Majeure event lasts longer than three (3) months, we are entitled to cancel the orders affected by the Force Majeure event in whole or in part by written notice, without you being entitled to any claims for damages as a result.

16. Data Protection

16.1. You agree to comply with the relevant data protection regulations, in particular the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG), when fulfilling your contractual obligations. To the extent that you gain access to personal data within the scope of the business relationship, you may process such data exclusively for the purpose of fulfilling the contract.

16.2. To the extent that you process personal data on our behalf, a data processing agreement pursuant to Article 28 of the GDPR must be concluded with us prior to commencing such processing. You shall indemnify us against all claims by third parties arising from a culpable breach of your data protection obligations.

17. Our Liability

17.1. We are not liable to you for damages or reimbursement of expenses, regardless of the legal basis (contract, tort, breach of obligations arising from the contractual relationship, indemnification, etc.).

17.2. The foregoing exclusion of liability does not apply in cases of liability under the Product Liability Act, in cases of willful misconduct or gross negligence, in cases of culpable injury to life, limb, or health, in cases of claims for reimbursement of expenses pursuant to Section 445a(1) of the German Civil Code (BGB), or in cases of breach of material contractual obligations, that is, those obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the supplier regularly relies and is entitled to rely.

17.3. Liability for the breach of material contractual obligations is, however, limited to compensation for foreseeable damage typical for this type of contract, unless we are liable due to willful misconduct or gross negligence, injury to life, limb, or health, or under the Product Liability Act.

17.4. To the extent that our liability is excluded or limited under the preceding provisions, this also applies to the corresponding personal liability of our agents, vicarious agents, representatives, or employees.

18. Final Provisions

- 18.1.** You are not authorized to have services performed by subcontractors without our prior written consent. Transport personnel are not considered subcontractors.
- 18.2.** You must treat our documents and all information obtained from us regarding our business or operations (hereinafter “**Information**”) as confidential. The confidentiality obligation shall remain in effect for a period of five (5) years following the termination or settlement of the contract. It shall not apply to the extent that Information (i) was already known to you at the time the contract was concluded or becomes known to you later without this being based on a breach of a confidentiality obligation, or (ii) was already publicly known at the time the contract was concluded or becomes publicly known later.
- 18.3.** The invalidity of individual provisions of these Terms and Conditions of Purchase shall not affect the validity of the remaining provisions.
- 18.4.** Any amendments or additions to the contract and/or these Terms and Conditions of Purchase, as well as any ancillary agreements, must be in writing to be effective.
- 18.5.** All disputes arising out of or in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of a sole arbitrator if the amount in dispute is below EUR 1 million and three arbitrators if the amount in dispute is at least EUR 1 million. The seat of the arbitration is Duesseldorf, Germany. The language of the arbitration shall be English. The rules of law applicable to the merits shall be German law without the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 18.6.** The place of performance for all obligations arising from the contractual relationship is—subject to any contrary provisions in the order—our registered office in Ludwigsburg.
- 18.7.** The substantive law of the Federal Republic of Germany shall apply exclusively to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).