

VERTEX ANTENNENTECHNIK GMBH – GENERAL TERMS AND CONDITIONS OF PURCHASE AND PROCUREMENT (EDITION 2026)

Annex to Purchase Order

1. INTERPRETATION

- 1.1. These General Terms and Conditions of Purchase and Procurement are governed by the substantive law of the Federal Republic of Germany. Where an English term is followed by a German term in parentheses (e.g. *Nacherfüllung*), the English term shall have the meaning attributed to it under German law as reflected by the German term in parentheses.

2. GENERAL

- 2.1. These General Terms and Conditions of Purchase and Procurement apply exclusively to entrepreneurs (*Unternehmer*) within the meaning of section 14 BGB, legal entities under public law (*juristische Personen des öffentlichen Rechts*) and special public funds (*öffentlich-rechtliche Sondervermögen*).
- 2.2. Our purchase orders and contracts shall be subject exclusively to these General Terms and Conditions of Purchase and Procurement. Supplier's general terms and conditions shall not apply, even if we do not expressly object to any particular provision upon conclusion of the contract. These Terms and Conditions shall also apply to all future purchase orders and contracts, even if not expressly referred to in a particular case.
- 2.3. Provisions of supplier relating to a simple retention of title (*einfacher Eigentumsvorbehalt*) shall be accepted in accordance with clause 12. Any extended or enlarged retention of title requires our express prior written consent.

3. PURCHASE ORDERS

- 3.1. Purchase orders and other legally binding declarations shall only be binding if made or confirmed by us in text form (*Textform*, section 126b of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*)). Oral collateral agreements require written confirmation.

4. DELIVERIES

- 4.1. Unless further-reaching requirements are specified in the purchase order, goods shall be delivered in regular commercial quality and, to the extent that DIN, VDE, VDI, DVGW or equivalent standards exist, in conformity therewith.
- 4.2. Goods shall be manufactured and completed to ensure that, on the date of delivery, they meet the operating and service conditions communicated to supplier and comply with all statutory requirements applicable at the place of ultimate use.

5. PRICES

- 5.1. All agreed prices are fixed prices (*Festpreise*) plus statutory value added tax and shall not be subject to adjustment. Unless otherwise agreed, prices shall be for delivery duty paid at point of destination (DDP, Incoterms® 2020). Packaging costs shall be payable only if separate remuneration therefor has been expressly agreed in text form.

6. DELIVERY DATE

- 6.1. Agreed delivery dates and delivery periods are binding. The date of receipt of the goods and of the shipping documents at the point of destination specified by us shall be determinative for compliance with the agreed delivery date or period.



- 6.2. In the event of default (*Verzug*) by supplier, statutory provisions shall apply, in particular sections 286 and 288 BGB. In addition, supplier shall notify us without undue delay of any foreseeable failure to meet the agreed delivery date, stating the reasons for the delay and its anticipated duration. Failure to do so shall preclude supplier from relying on the ground that the delay was not attributable to it.
- 6.3. In the event of a delay in delivery caused by force majeure (*höhere Gewalt*) or labour disputes for which supplier is not responsible, we shall be entitled either to demand fulfilment of the purchase order at a later date without any claims arising for supplier, or to rescind the contract in whole or in part (*Rücktritt*) after a reasonable period has elapsed without result.

7. PACKING, SHIPMENT AND ACCEPTANCE

- 7.1. Supplier shall be responsible for suitable packaging. If separate remuneration for packaging has been expressly agreed, we shall be entitled to return the packaging material used for the shipment to supplier's address, charging supplier two-thirds of the value of the packaging.
- 7.2. Shipment shall be effected carriage-paid to the point of destination specified by us. The mode of transport shall be as specified by us. If we bear the cost of shipment and no mode of transport has been specified, the consignment shall be shipped by the least expensive means having regard to the urgency of the particular case.
- 7.3. Shipping notices (*Versandanzeigen*) shall be submitted in triplicate, separately for each point of destination, immediately after dispatch of each consignment. Each consignment shall be accompanied by a neutral packing slip; our order numbers shall be stated in the shipping documents. If proper shipping documents are not received upon receipt of the goods, or if our order numbers are not correctly stated in the shipping documents, any additional costs thereby incurred shall be for supplier's account. In such cases we shall also be entitled, at supplier's expense, to refuse to take delivery of the consignment.
- 7.4. If it is impossible or unreasonable for us to accept the delivery item as a result of force majeure or other circumstances beyond our control, including labour disputes, we shall be entitled to designate an alternative point of destination.

8. RISK OF TRANSPORT

- 8.1. All risk of transport shall pass to us only after delivery and acceptance of the goods at our premises or at the agreed place of performance (*Erfüllungsort*). Until such time, supplier shall bear all risk.

9. IN-PROCESS INSPECTION AND FINAL INSPECTION

- 9.1. We reserve the right to carry out inspections at supplier's or sub-supplier's premises during manufacture and prior to shipment to verify the quality of materials used, accuracy of dimensions and quantities, and other properties of the items manufactured, as well as compliance with all other requirements of the purchase order.
- 9.2. If we have reserved the right to carry out a final inspection of the finished goods at supplier's premises, supplier shall notify us or any duly authorised third party of readiness for final inspection in writing not less than fourteen (14) days in advance.
- 9.3. The costs of in-process inspection and final inspection shall be borne by supplier, except for the costs of personnel delegated by us.
- 9.4. If supplier is required to arrange for a final inspection by a third party, supplier shall procure such inspection free of charge to us and submit the results thereof to us without undue delay, at the latest together with the shipping documents.
- 9.5. In-process inspection and final inspection shall not release supplier from its obligations as to performance and warranty under clause 10.



10. WARRANTY, NOTICE OF DEFECTS AND WARRANTY PERIOD

- 10.1. In the event of defective delivery (*mangelhafte Lieferung*), we shall, at our option, be entitled to demand either rectification of defects (*Nachbesserung*) or replacement delivery (*Ersatzlieferung*), together constituting subsequent performance (*Nacherfüllung*), in accordance with section 439(1) BGB. Supplier shall bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs (section 439(2), (3) BGB).
- 10.2. If subsequent performance definitively fails or if supplier does not comply within the period set by us with its obligation to carry out subsequent performance, refuses to fulfil such obligations, or is unable to make a replacement delivery, we shall be entitled to assert our statutory warranty rights (*gesetzliche Gewährleistungsrechte*) without granting any further period. In urgent cases, we shall be entitled to have the defective delivery item remedied at supplier's expense or to procure a substitute from a third party.
- 10.3. To the extent that section 377 of the German Commercial Code (*Handelsgesetzbuch – HGB*) applies, notice of defects shall be deemed to have been given in time if externally recognisable defects are notified within two (2) weeks of receipt of the goods, and other defects within two (2) weeks of their discovery by us or notification by our customers. Defects which cannot be detected by random sampling shall be deemed to be latent defects (*versteckte Mängel*).
- 10.4. Unless otherwise agreed, the warranty period (*Gewährleistungsfrist*) shall be thirty-six (36) months from delivery of the goods to us or to the third party designated by us at the point of destination specified by us. For buildings and items used in accordance with their customary purpose for a building and having caused its defectiveness, the warranty period shall be five (5) years from delivery (section 438(1) no. 2 BGB).
- 10.5. Our statutory rights of recourse within a supply chain (*Lieferantenregress*, sections 445a, 445b BGB) shall remain unaffected. In particular, we shall be entitled to demand from supplier exactly the type of subsequent performance which we owe our own customer in the specific case.

11. INVOICING AND PAYMENT

- 11.1. Invoices shall not accompany the consignment but shall be submitted separately, immediately after delivery and for each purchase order individually, in triplicate, showing value added tax and the complete purchase order number.
- 11.2. Unless otherwise agreed, payment shall be effected by instruments of our choice within fourteen (14) days of receipt of the goods and invoice at a three per cent (3 %) discount, or within thirty (30) days net without deduction. Delivery of goods prior to the agreed date shall not affect the payment period tied to that date.
- 11.3. In the event of any payment default (*Zahlungsverzug*) on our part, default interest (*Verzugszinsen*) shall be owed in accordance with section 288(2) BGB, together with the lump-sum compensation under section 288(5) BGB.

12. ASSIGNMENT AND SET-OFF

- 12.1. Supplier may not assign its contractual claims to third parties, either in whole or in part, without our prior written consent. Section 354a of the German Commercial Code (*Handelsgesetzbuch – HGB*) shall remain unaffected. We hereby give our prior consent to advance assignments made by supplier in favour of its own suppliers under a simple retention of title, with the proviso that set-off against counterclaims acquired by us after notification of assignment shall remain permissible.

13. PROVISION OF DOCUMENTS AND ADVERTISING

- 13.1. Drawings, models, samples and other documents made available to supplier or prepared by supplier in accordance with our specifications shall remain our property and may only be used for the purpose of processing the offer and performing the ordered delivery. They shall not be made



accessible to third parties without our prior written consent and shall be returned to us without undue delay upon our request.

- 13.2. Drawings, descriptions and other documents forming part of the purchase order shall be binding on supplier, who shall nevertheless examine them for any discrepancies and notify us in text form without undue delay of any errors discovered or suspected. Failure to do so shall preclude supplier from relying on such discrepancies at a later date. Supplier shall retain sole responsibility for any drawings, plans and calculations prepared by it, even if approved by us.
- 13.3. Our requests for quotation, purchase orders and the related correspondence may not be used for advertising purposes.

14. THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS

- 14.1. Supplier warrants that the delivery or use of the goods supplied will not infringe any rights of third parties, in particular industrial property rights such as patents, trade marks or utility models (*Gebrauchsmuster*). Supplier undertakes to indemnify us against all claims made by third parties arising from any alleged infringement of such rights and to reimburse any expenses incurred in connection therewith.

15. ANTI-CORRUPTION AND COMPLIANCE

- 15.1. Supplier represents and warrants that, in connection with this contract and its performance, it has not and will not, directly or indirectly, offer, pay, promise to pay or authorise the giving of any money or thing of value to any government official or other person for the purpose of influencing any act or decision. This representation applies in particular in accordance with section 299 of the German Criminal Code (*Strafgesetzbuch – StGB*), the US Foreign Corrupt Practices Act (**FCPA**) and the UK Bribery Act 2010.
- 15.2. Supplier undertakes to keep accurate books and records of all transactions relating to this contract.
- 15.3. We shall be entitled to terminate this contract without notice for good cause (*aus wichtigem Grund*) or to rescind it if supplier breaches any of the foregoing obligations.

16. SUPPLY CHAIN DUE DILIGENCE

- 16.1. Supplier acknowledges that we comply with the requirements of the German Act on Corporate Due Diligence in Supply Chains (*Lieferkettensorgfaltspflichtengesetz – LkSG*). Upon our request, supplier shall provide reasonable information as to whether it, for its part, observes the relevant human rights and environmental due diligence obligations. Supplier undertakes to notify us without undue delay upon becoming aware of any violations of such obligations within its own supply chain.

17. DATA PROTECTION

- 17.1. Pursuant to Articles 13 and 14 of Regulation (EU) 2016/679 (General Data Protection Regulation – **GDPR**) in conjunction with the German Federal Data Protection Act (*Bundesdatenschutzgesetz – BDSG*), we hereby inform supplier that we process personal data relating to supplier for purposes of performing and administering the contractual relationship and for compliance with statutory obligations, within the limits of applicable data protection law. Further data protection information will be provided on request.

18. CONFIDENTIALITY

- 18.1. Supplier undertakes to keep confidential all confidential information of Vertex that comes to its knowledge in the course of the business relationship – in particular technical data, drawings, calculations, trade secrets (*Geschäftsgeheimnisse*) and any other non-publicly available information – and to use such information exclusively for the purpose of performing the respective order. This obligation shall also apply to information communicated to supplier prior to the conclusion of a contract.



- 18.2. Supplier may disclose confidential information only to those employees and sub-contractors who strictly require it for the performance of the order, and shall bind such persons to equivalent obligations of confidentiality.
- 18.3. The obligation of confidentiality shall not apply to information that:
- (a) was already publicly known at the time of disclosure or becomes publicly known without any fault on the part of supplier;
 - (b) was demonstrably already known to supplier prior to disclosure by Vertex; or
 - (c) was lawfully communicated to supplier by a third party without any obligation of confidentiality.
- 18.4. The obligation of confidentiality shall apply for the duration of the business relationship and for a period of three (3) years following its termination. The rights of Vertex under the German Act on the Protection of Trade Secrets (*Gesetz zum Schutz von Geschäftsgeheimnissen* – **GeschGehG**) shall remain unaffected.
- 18.5. Upon Vertex's request, all confidential documents and information carriers made available to supplier shall be returned without undue delay or demonstrably destroyed.

19. EXPORT CONTROLS AND CUSTOMS

- 19.1. Supplier shall comply with all applicable national and international foreign trade and export control regulations, in particular the German Foreign Trade Act (*Außenwirtschaftsgesetz* – **AWG**), the German Foreign Trade Ordinance (*Außenwirtschaftsverordnung* – **AWV**), the relevant EU regulations (in particular EU Dual-Use Regulation (EU) 2021/821) and, to the extent applicable to the delivery, US export control regulations (EAR/ITAR).
- 19.2. Supplier shall provide us, upon placement of the order and upon request, without undue delay with all information and documents required for export control purposes, in particular export list numbers (*Exportlistennummern*), US (re-)export control classification numbers (ECCN) and details of the country of origin of the goods.
- 19.3. Any delays or additional costs arising from supplier's breach of its export control obligations shall be borne by supplier. We shall be entitled to terminate this contract without notice for good cause (*aus wichtigem Grund*) or to rescind it if supplier breaches its obligations under this clause.

20. PLACE OF PERFORMANCE AND JURISDICTION

- 20.1. Place of performance (*Erfüllungsort*) for delivery shall be the point of destination specified by us. Place of payment (*Zahlungsort*) shall be Duisburg. Exclusive place of jurisdiction (*ausschließlicher Gerichtsstand*) shall be Duisburg. We shall however be entitled to bring proceedings against supplier before any court having general jurisdiction over supplier.
- 20.2. German substantive law shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 20.3. Should any individual provision of these General Terms and Conditions of Purchase and Procurement be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid provision. The same shall apply to any gaps in these Terms and Conditions.