SFI GmbH

PURCHASING TERMS AND CONDITIONS Version July 2026

1. General - Scope and Order of Precedence

1.1 These Purchasing Terms and Conditions apply to all purchase orders, contracts, deliveries and services procured by SFI GmbH (hereinafter "SFI") from entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law. They also apply to all future business relationships without the need for renewed reference to them.

1.2 Conflicting or deviating terms and conditions of the Supplier shall apply only if SFI has expressly agreed to their applicability in text form. The unconditional acceptance of a delivery or service and any payment shall not constitute consent to the Supplier's terms and conditions.

1.3 The following order of precedence shall apply to the contractual content: (1) the purchase order, including any specifications, drawings, requirement specifications and quality agreements expressly incorporated therein, (2) these Purchasing Terms and Conditions, and (3) the Supplier's quotation. Deviations contained in an order confirmation shall constitute a new offer and shall become part of the contract only upon SFI's express confirmation.

1.4 Declarations and notices under these Purchasing Terms and Conditions must be made at least in text form within the meaning of Section 126b BGB, unless a stricter form is required by law or by the purchase order. The responsible contacts are the purchasing or project contacts specified in the purchase order.

2. Purchase Orders, Order Confirmations, Changes and Termination

2.1 Purchase orders and amendments shall be issued in text form. Oral agreements shall become binding only upon confirmation by SFI in text form.

2.2 Unless the purchase order specifies a different acceptance period, it may be accepted within seven calendar days from the date of the purchase order. Timely receipt by SFI of an order confirmation that fully corresponds to the purchase order shall be decisive.

2.3 Within reasonable limits, SFI may request changes to the scope of delivery or services, execution, place of delivery or deadlines. The Supplier shall promptly and, in any event, before implementation, provide a transparent account of any identifiable effects on price, quality and deadlines. Additional remuneration or schedule changes require SFI's prior consent in text form.

2.4 The statutory termination rights for contracts for work and services and contracts for the supply of goods to be manufactured or produced, in particular Section 648 BGB, shall remain unaffected. Any additional right of termination for convenience in purchase contracts shall exist only where expressly agreed in the purchase order. Rights of termination and rescission for good cause or breach of duty shall remain unaffected.

2.5 SFI retains all ownership rights, copyrights and rights of use in illustrations, drawings, calculations, models, data and other documents provided by SFI. They may be used solely for the performance of the purchase order and may be made accessible to third parties only with SFI's prior consent. Upon completion of the contract, they shall, upon request, be returned or demonstrably deleted unless statutory retention obligations apply.

3. Prices, Delivery Terms and Packaging

3.1 The prices stated in the purchase order and confirmed by the Supplier are fixed prices. Quotations, cost estimates, planning, sample production and comparable preliminary services shall be remunerated only if expressly agreed in advance.

3.2 Prices are net prices plus any value added tax legally due. Where value added tax is not due, in particular in reverse-charge cases or tax-exempt intra-Community supplies, the invoice shall be issued in accordance with the applicable statutory requirements.

3.3 Unless otherwise agreed in the purchase order, delivery shall be made free to the designated place of use, including suitable packaging, transport and insurance. For cross-border deliveries, DAP named place of destination (Incoterms® 2020) shall apply unless another Incoterms® rule is expressly agreed. Import duties and import value added tax shall be borne by the Supplier only where DDP has been expressly agreed.

3.4 The Supplier shall limit packaging to the extent necessary and comply with all applicable packaging-law obligations. Return, disposal and deposit costs are included in the price unless otherwise agreed. Reusable packaging shall be clearly marked.

3.5 Incidental costs, surcharges, travel expenses, allowances, tooling, inspection, documentation or freight costs shall be reimbursed only if expressly stated in the purchase order or approved by SFI before they are incurred.

4. Invoices and Payment Terms

4.1 Invoices shall be submitted electronically to the invoicing channel stated in the purchase order and shall include the complete purchase order number, purchase order item, date or period of delivery or service, delivery note number and all information required by law. Where legally required, a structured electronic invoice in accordance with Section 14 of the German Value Added Tax Act (UStG) shall be used. Duplicate submissions shall be avoided.

4.2 For tax-exempt transactions, intra-Community transactions or transactions subject to the reverse-charge procedure, all required statements, VAT identification numbers and supporting documents shall be provided. VAT may be shown on an invoice only where it is legally due.

4.3 The payment period shall commence only after complete receipt of the delivery or service in accordance with the contract, any required acceptance, the complete documentation and a proper, auditable invoice. Unless otherwise agreed, SFI shall pay within 14 days with a 3% discount, within 30 days with a 2% discount, or within 60 days net.

4.4 SFI may withhold payments to a reasonable extent on account of justified complaints until proper performance has been completed. Payments shall constitute neither acceptance nor a waiver of claims for defects, damages or any other claims.

4.5 In the event of late payment, the statutory provisions shall apply, in particular Section 288 BGB.

5. Supplier's Retention of Title

5.1 A simple retention of title by the Supplier until full payment for the specifically delivered goods shall be recognised. Extended, expanded or group-wide retention-of-title arrangements and processing clauses in favour of the Supplier shall not be recognised unless expressly agreed otherwise.

6. Assignment, Set-off and Rights of Retention

6.1 The assignment of claims against SFI requires SFI's prior consent in text form. Section 354a of the German Commercial Code (HGB) and mandatory statutory assignment rights shall remain unaffected.

6.2 The Supplier may set off only claims that are undisputed, have been finally adjudicated or are ready for decision. This restriction shall not apply where the counterclaim arises from the same contractual relationship.

6.3 The Supplier may exercise rights of retention only on the basis of undisputed or finally adjudicated claims arising from the same contractual relationship. SFI's statutory rights of set-off and retention shall remain unaffected.

7. Delivery Time, Delay, Contractual Penalty and Force Majeure

7.1 Agreed delivery and performance dates are binding. Compliance requires complete receipt at the agreed destination or, for services subject to acceptance, readiness for acceptance in due time. Each delivery shall be accompanied by complete shipping and accompanying documents stating the purchase order, project, drawing and item numbers.

7.2 If the Supplier becomes aware that deadlines are unlikely to be met, it shall notify SFI without delay, stating the cause, effects and countermeasures. Such notification shall not release the Supplier from its obligation to perform on time. Additional costs attributable to the Supplier, in particular costs for expedited measures, shall be borne by the Supplier.

7.3 In the event of delay in delivery or performance, SFI shall be entitled to the statutory rights. No grace period shall be required where it is dispensable by law.

7.4 In the event of delay for which the Supplier is responsible, SFI may, after prior notice, demand a contractual penalty of 0.5% of the net value of the delayed part of the delivery or service for each completed week of delay, up to a maximum of 5% of that net value. SFI may reserve the contractual penalty until final payment. Further damages caused by delay may be claimed, with the contractual penalty credited against such damages.

7.5 Early deliveries, partial deliveries and excess quantities require SFI's prior consent. Any resulting additional or storage costs shall be borne by the Supplier.

7.6 Force majeure shall exist only in the case of an external event that was unforeseeable and could not have been avoided by reasonable precautions. The affected party shall notify the other party without delay, limit the effects and provide evidence. Payment difficulties, staff shortages, ordinary procurement risks and avoidable disruptions involving subcontractors shall not constitute force majeure. If the impediment lasts longer than 60 calendar days or the contractual purpose ceases to exist, SFI may terminate the affected part of the contract without liability for damages; services already performed without defects and usable by SFI shall be remunerated.

8. Transfer of Risk, Transfer of Title and Acceptance

8.1 For deliveries of goods only, risk shall pass to SFI only upon handover at the agreed destination. For deliveries involving installation, contracts for work and services or contracts for the supply of goods to be manufactured or produced, risk shall pass only upon acceptance.

8.2 Title to items delivered in accordance with the contract shall pass to SFI no later than upon handover; any recognised simple retention of title under Clause 5 shall remain unaffected. In the event of advance or partial payments, title to the clearly identified items covered by such payments shall pass to SFI proportionately at that time.

8.3 Acceptance shall generally require an express declaration or an acceptance report. Commissioning, use, payment or expiry of internal inspection periods shall not, by themselves, constitute acceptance. Mandatory statutory effects of acceptance shall remain unaffected.

9. Execution, Quality, Changes and Subcontractors

9.1 The Supplier shall comply with the purchase order, agreed specifications, drawings and recognised rules of technology. It shall immediately point out identifiable inconsistencies, omissions, safety risks or unsuitable requirements.

9.2 Deliveries and services shall comply with the statutory, regulatory and normative requirements applicable at the place of manufacture and the intended place of use, in particular those relating to product and machinery safety, occupational and environmental protection, quality, transport and labelling.

9.3 Changes to design, material, manufacturing processes, software, subcontractors, production location or approved components require SFI's prior consent where they may affect function, quality, safety, approval, service life, spare-parts availability or deadlines.

9.4 The Supplier shall maintain appropriate quality and inspection records and, upon request, grant SFI access to order-related evidence. Inspections or approvals by SFI shall not relieve the Supplier of its responsibility.

9.5 The use of subcontractors for material parts of the services requires prior notification to SFI; consent shall be obtained upon request. The Supplier remains responsible for subcontractors as for its own acts and shall impose on them the relevant obligations under this contract.

10. Inspection and Notification Duties; Claims for Defects

10.1 In the ordinary course of business, SFI shall inspect incoming goods for externally apparent discrepancies in identity and quantity and for transport damage. A notice of defect shall be deemed timely within the meaning of Section 377 HGB if dispatched within ten working days after receipt of the goods in the case of apparent defects and within ten working days after discovery in the case of hidden defects.

10.2 SFI shall be entitled to all statutory rights in respect of defects without restriction. At its option, SFI may demand rectification or replacement delivery. The Supplier shall bear all expenses necessary for supplementary performance, in particular inspection, sorting, removal and installation, transport, travel and material costs.

10.3 If the Supplier is in default with supplementary performance, if supplementary performance fails or is refused, or in the event of imminent danger or particular urgency, SFI may remedy the defect itself or have it remedied by third parties at the Supplier's expense. A prior grace period shall be required only where it is not dispensable by law.

10.4 In the event of serial or recurring defects, the Supplier shall immediately provide a root-cause analysis, suitable immediate measures and sustainable corrective measures. SFI may require reasonable inspection and sorting measures for the affected stock.

10.5 The limitation period for claims for defects shall be 36 months from the transfer of risk or, for services subject to acceptance, from acceptance, unless the law or the purchase order provides for a longer period. For buildings and items customarily used for a building, at least the statutory periods shall apply.

10.6 For repaired or replaced parts, the limitation period shall recommence to the extent that the Supplier acknowledges its obligation to provide supplementary performance or the circumstances justify such acknowledgement. In all other respects, the statutory provisions governing suspension and recommencement of limitation periods shall apply.

11. Product Liability, Recall and Insurance

11.1 The Supplier shall indemnify SFI against justified third-party claims to the extent that a product defect or other damage is based on a defect in the delivery or service for which the Supplier is responsible and the Supplier is liable externally. The parties shall coordinate the legal defence appropriately; SFI shall not make acknowledgements that increase liability without objective reason.

11.2 The Supplier shall reimburse SFI for the necessary expenses of inspection, warning, field, replacement or recall measures to the extent that their cause lies within the Supplier's area of responsibility. Where possible and reasonable, SFI shall inform the Supplier in advance and give it an opportunity to participate.

11.3 During the term of the contract and until expiry of the applicable limitation periods, the Supplier shall maintain business and product liability insurance with a combined limit of at least EUR 10 million for personal injury and property damage per insured event and adequate coverage for financial losses and recall costs. Evidence of insurance shall be provided upon request. Different coverage amounts may be agreed in the purchase order.

12. Third-Party Intellectual Property Rights

12.1 The Supplier warrants that the contractual use, further processing, sale and export of its deliveries and services do not infringe third-party intellectual property rights, at least in the European Union and in the destination and countries of use known to the Supplier.

12.2 In the event of third-party allegations of infringement, the Supplier shall support SFI at its own expense and indemnify SFI against justified claims to the extent that the Supplier is responsible for the infringement. At SFI's option, the Supplier shall procure a sufficient right of use, modify the service so that it is non-infringing, or replace it with an equivalent service without impairing function, quality or deadlines.

12.3 Licence fees and other costs of rights are included in the price unless otherwise agreed in the purchase order. Limitation shall be governed by the statutory provisions; longer expressly agreed periods shall remain unaffected.

13. Spare Parts and Obsolescence

13.1 The Supplier shall ensure the availability of spare and wear parts for at least ten years after the last delivery or acceptance on market-based terms, unless a longer period is specified in the purchase order.

13.2 If the Supplier intends to discontinue products, components, software versions or spare parts, it shall notify SFI in writing at least twelve months before the last order date and offer a commercially reasonable last-time buy and technically equivalent alternatives.

13.3 Upon request, the Supplier shall provide the technical information, drawings, bills of materials, parameters and sources of supply required for maintenance, repair and replacement procurement, unless legitimate confidentiality interests conflict and subject to the agreed rights of use.

14. Materials, Tools and Equipment Provided by SFI

14.1 Materials, parts, containers, data, special packaging, tools and equipment provided by SFI remain SFI's property and may be used solely for contract performance. The Supplier shall store them free of charge, separately and clearly marked, and protect them against loss, damage and access by third parties.

14.2 Any processing, combining or mixing of materials provided by SFI shall be carried out for SFI. SFI shall acquire co-ownership of the new item in the ratio of the value of the item provided to the total value. The Supplier shall hold such ownership or co-ownership in custody for SFI free of charge.

14.3 The Supplier shall insure SFI's tools and equipment at replacement value against customary risks and shall perform required maintenance, inspection and repair work in due time. Malfunctions, damage or loss shall be reported without delay.

14.4 If SFI's security interests permanently exceed the secured claims by more than 10%, SFI shall, at the Supplier's request, release security interests of its choice.

15. Confidentiality, Information Protection and Prohibition on References

15.1 The Supplier shall treat all non-public commercial, technical and other information of SFI as confidential and use it exclusively for contract performance. It shall protect trade secrets by appropriate technical and organisational measures in accordance with the German Trade Secrets Act.

15.2 The confidentiality obligation shall not apply to information that the Supplier can demonstrate it already lawfully knew, that becomes publicly known without breach of duty, that is lawfully obtained from third parties or that is independently developed. Statutory disclosure obligations shall remain unaffected; SFI shall be informed in advance to the extent legally permissible.

15.3 The obligation shall continue for five years after the end of the contract; for trade secrets, it shall continue for as long as the information retains its confidential nature. Employees and subcontractors shall be bound accordingly.

15.4 Without SFI's prior consent, the Supplier may not use, publish, photograph, exhibit or otherwise refer to the business relationship, the name, trademarks, projects, systems or delivery items of SFI or its customers for advertising or reference purposes.

16. Risk to Contract Performance and Insolvency

16.1 If objective circumstances arise after conclusion of the contract that seriously jeopardise proper performance, SFI may request appropriate evidence, a reliable action plan or security and, until then, withhold its own payments or other obligations not yet due to a reasonable extent.

16.2 Statutory rights of termination, rescission and retention shall remain unaffected. Rights in connection with insolvency proceedings shall be governed exclusively by the German Insolvency Code (InsO); Sections 103 to 119 InsO in particular shall remain unaffected.

17. Foreign Trade, Customs, Substances and Responsible Sourcing

17.1 The Supplier shall comply with all applicable foreign trade, sanctions and customs regulations. No later than with the order confirmation, it shall provide SFI for each item with the statistical commodity code or HS/CN code, non-preferential country of origin, any preferential status, the German export list number, the EU dual-use classification under Regulation (EU) 2021/821 and, where applicable, the US ECCN, as well as any licensing requirements and re-export restrictions.

17.2 The Supplier shall provide in due time all required origin, preference and customs documents, in particular supplier declarations, long-term supplier declarations, certificates of origin and movement certificates. Any changes in classification or origin shall be notified without delay.

17.3 Deliveries shall comply with all applicable substance and environmental requirements, in particular REACH Regulation (EC) No 1907/2006 including SVHC information duties, CLP Regulation (EC) No 1272/2008, RoHS Directive 2011/65/EU and the German Electrical and Electronic Equipment Substances Ordinance (ElektroStoffV), the German Electrical and Electronic Equipment Act (ElektroG)/WEEE, end-of-life vehicle legislation, POP Regulation (EU) 2019/1021, Ozone Regulation (EU) 2024/590 and applicable battery and packaging requirements. Required safety data sheets, declarations of conformity, SCIP information and substance declarations shall be provided without request.

17.4 The Supplier shall source raw materials responsibly and comply with applicable human rights, labour, environmental and anti-corruption due diligence obligations. For tin, tantalum, tungsten, gold and other high-risk minerals, it shall provide current CMRT/EMRT reports or equivalent evidence upon request and shall give preference to verified, responsibly operating smelters and refiners.

17.5 If a required authorisation is not granted, is not granted in due time, or if contract performance would violate mandatory sanctions or export-control regulations, SFI may suspend or terminate the affected part of the contract, provided that SFI is not responsible for the circumstance.

18. Technical Documentation and Conformity

18.1 The complete technical documentation, inspection and measurement reports, certificates, operating, installation, maintenance and spare-parts documents shall be provided in the agreed language, structure and data format no later than with the main delivery. The documentation forms part of the contractual performance.

18.2 Machinery, partly completed machinery and related products shall comply with the European and national requirements applicable at the time they are placed on the market or put into service. Until the relevant transition, Directive 2006/42/EC shall apply in particular; from its date of application, Regulation (EU) 2023/1230 shall apply. All required declarations of conformity or incorporation, risk assessments and CE documentation shall be supplied in full.

18.3 Where digital documents are agreed, open, permanently readable and editable formats and the data and CAD formats specified by SFI shall be used. Passwords, parameters, licences and recovery information shall be handed over in full.

19. Software, Open Source and Cybersecurity

19.1 Software shall be provided in executable form, together with complete user, installation, administration and interface documentation, and securely via an agreed electronic transfer channel. Data carriers shall be used only where expressly agreed.

19.2 For software individually developed for SFI, the current source code, build and deployment instructions, development and test documentation, configuration data, libraries and required tools shall also be provided unless expressly agreed otherwise. The handover shall be updated upon acceptance and after every material change.

19.3 The Supplier shall disclose all third-party and open-source components used, including versions and licence terms. Components that require disclosure of proprietary source code or impose other material restrictions on use may be used only with SFI's prior consent. A software bill of materials (SBOM) shall be provided upon request.

19.4 The Supplier shall develop, deliver and maintain software in accordance with recognised secure-development principles. Known vulnerabilities, security incidents and available security updates shall be reported to SFI without delay. Critical security vulnerabilities shall be remedied within a reasonable, risk-based period; remote access requires prior approval and shall be logged and appropriately secured.

20. Rights of Use

20.1 In work results created individually for SFI, in particular software, designs, drawings, calculations, documentation and concepts, the Supplier grants SFI, upon creation and no later than upon payment, an exclusive, irrevocable, transferable and sublicensable right of use, unlimited in time, territory and content, for all known forms of use. This includes, in particular, reproduction, editing, modification, further development, combination with other works, use by customers and service providers, and the production of replacements and replicas.

20.2 In pre-existing standard components, tools, libraries, methods and know-how of the Supplier, SFI shall receive a non-exclusive, irrevocable, transferable and sublicensable right of use, unlimited in time and territory, to the extent required for contractual use, maintenance, modification, further development and replacement procurement.

20.3 The Supplier warrants that it is entitled to grant these rights and shall obtain all necessary rights from its employees, subcontractors and other third parties. Deviating licence restrictions shall be transparently disclosed before conclusion of the contract and require SFI's consent.

21. Data Protection and Information Security

21.1 The parties shall process personal data in accordance with applicable data protection laws, in particular the General Data Protection Regulation and the German Federal Data Protection Act. If the Supplier processes personal data on SFI's behalf, a data processing agreement pursuant to Article 28 GDPR shall be concluded before processing begins.

21.2 The Supplier shall implement appropriate technical and organisational measures, restrict access on a need-to-know basis and report any data protection or information security incident potentially relating to SFI without undue delay and no later than 24 hours after becoming aware of it, together with the minimum information then available.

21.3 SFI data and systems may be processed only for contract performance and only in approved environments. Subcontractors, transfers to third countries, cloud services and external remote access require prior coordination unless already contractually approved.

22. Place of Performance, Jurisdiction, Governing Law and Final Provisions

22.1 The place of performance shall be the destination or place of performance stated in the purchase order or, alternatively, SFI's registered office.

22.2 If the Supplier is a merchant, a legal entity under public law or a special fund under public law, Stuttgart shall be the exclusive place of jurisdiction. SFI shall also be entitled to bring proceedings at the Supplier's general place of jurisdiction.

22.3 The laws of the Federal Republic of Germany shall apply, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

22.4 If any individual provisions are or become invalid, the remainder of the contract shall remain valid. Invalid standard terms shall be replaced by the statutory provisions; Section 306 BGB shall remain unaffected.

22.5 If the Supplier performs construction services within the meaning of Section 48 of the German Income Tax Act (EStG), it shall provide SFI with a valid exemption certificate under Section 48b EStG before the first payment. Otherwise, SFI shall be entitled and required to make the statutory tax deduction.