

General Purchase Conditions

1. Applicability

1.1. These General Purchase Conditions shall apply to any and all legal transactions concluded by HPW Metallwerk GmbH ("HPW") as purchaser or ordering party, unless explicitly agreed otherwise in writing. Any amendments and supplements hereto must be made in writing, including a waiver of this written form. No seller, supplier or service provider's ("Supplier") business terms and conditions shall be incorporated into HPW's purchase orders (contracts) without HPW's express written consent. HPW's explicit objection against the incorporation of the Supplier's terms and conditions, if any, is not required.

1.2. HPW's statutory rights in excess of the rights granted in these General Purchase Conditions shall not be affected hereby.

2. Orders

2.1. HPW's orders shall only be deemed binding when they are issued on standard HPW's forms and contain information about the price, the order terms and the authorized person's signature. Binding orders, once made, may only be amended or supplemented on the basis of HPW's explicit written acknowledgment. In special cases, agreed and designated electronic address for service (including but not limited to email, fax) in writing, orders may be made electronically via EDI (Electronic Data Interchange); and only in such cases electronic orders shall be valid even if not signed.

2.2. HPW's silence on any Supplier's suggestions, requests or proposed changes may in no way be construed as HPW's consent, unless the Parties explicitly agree otherwise in writing.

2.3. Delivery by the Supplier of written confirmation of a HPW's order within three business days after receiving such order shall be deemed as the Supplier's acceptance of the order. If the confirmation is not delivered timely (see preceding sentence) or the Supplier fails to give any response to HPW's order during the aforementioned time limit, the terms and delivery dates proposed in such HPW's order shall be deemed as accepted by the Supplier. If there is a discrepancy between the contents of an order and the received order confirmation, the Supplier shall extend a new offer which must be explicitly accepted by HPW in writing; otherwise, no contract shall effectively have been entered into.

2.4. All letters and notifications concerning an order must include the order's number.

3. Scope and content of the service

3.1. All the requirements for acceptable and compliant investment orders and/or production material are prescribed in the specifications/requirement specification or by the relevant performance quality assurance standards (QTLV) / technical standards (TLV) and shall automatically be incorporated into every order. The application of the applicable regulations/mandatory specifications or the relevant performance quality assurance standards (QTLV) / technical standards (TLV) may only be excluded for any of the deliveries by prior explicit written agreement of the Parties.

3.2. Excess deliveries, short deliveries or partial deliveries shall only be permissible with HPW's prior written consent.

3.3. HPW reserves the right to change the scope of delivery or performance even after the conclusion of the contract, provided such changes are reasonable for the Supplier or consistent with industry standards. In such cases, the resulting effects – particularly regarding increased or decreased costs

and delivery dates – shall be taken into due consideration and, where possible, be settled by mutual agreement. If no agreement is reached within a reasonable period, HPW shall be entitled to determine the adjustment at its own reasonable discretion.

3.4. The supplier may only use other production material, tools or methods of manufacture than those approved by HPW on the basis of HPW's prior explicit written consent. The Supplier is not allowed to make any changes to design or construction without HPW's consent. The Supplier may change the production location to locations different to those listed in the offer only with HPW's consent.

3.5. The Supplier shall not assign or subcontract the order, or any part thereof, to third parties without the prior written consent of HPW.

3.6. If the first delivery inspection, performed by the standards of the German Association of the Automobile Industry (VDA), turns out negative more than once, HPW shall bill the Supplier for all the expenses already incurred, as well as other financial disadvantages associated with it and also future costs, regardless of which type, still arising in the context of initial sampling are passed on to the supplier and must be reimbursed to HPW within 14 days of notification.

3.7. HPW and its end customers are entitled to conduct audits at the business premises of the Supplier and its sub-suppliers upon reasonable prior notice. This includes the inspection of manufacturing processes and the quality management system, as well as the review of order-related documents, while maintaining business secrets. The Supplier shall provide HPW with the best possible support in this regard and shall ensure that corresponding rights are also established vis-à-vis its sub-suppliers.

4. Delivery dates and delay in delivery

4.1. The delivery date stated in any HPW order is binding on the Parties. Unless agreed otherwise, the DDP rule for the named place of destination (Incoterms 2020) shall apply. The delivery date(s) stated in the order are the agreed dates for delivery to the named place of destination. If the Parties agree not to proceed by the DDP, the Supplier shall be obliged to prepare the goods for delivery in a timely manner, taking into consideration the usual time required for loading and carriage, and inform the carrier identified in the order that the goods are prepared for carriage.

4.2. The delivery note, packing list and test certificates required under the performance quality assurance standards (QTLV) / technical standards (TLV) of HPW must be attached to each delivery. If these documents are not fully included with the delivery, the delivery shall be deemed incomplete and noncompliant. The delivery shall only be deemed complete and compliant when all the above-required documents are safely delivered to HPW. If HPW incurs any extra storage costs until proper delivery completion, HPW shall bill the Supplier for all such costs and the Supplier must reimburse them to HPW within 14 days of notification.

4.3. If a delay in delivery is impending, the Supplier must inform HPW immediately that it might not be able to comply with the agreed delivery date, including the reasons and countermeasures taken, if any. If any measures are to be taken to prevent the impending delay, they shall be agreed between the Supplier and HPW.

4.4. In the event that the agreed delivery date or delivery period is exceeded, the Supplier shall be obligated to pay a penalty, regardless of fault, in the amount of 1% of the total order value per commenced calendar week of delay, up to a maximum total of 10% of the total order value. The right to assert claims for further actual damages (in particular costs for special transport, production downtime, and additional expenses for cover purchases) remains unaffected.

4.5. In order to avoid production downtime at HPW, the Supplier shall be obligated to arrange and bear the full costs of expedited shipping (special transport), if the delivery delay is attributable to the

Supplier or its sphere of influence. Otherwise the costs must be agreed between the supplier and HPW in advance.

4.6. All Suppliers that regularly transact business with HPW must notify HPW reasonably in advance of any planned shutdowns. By arrangement with HPW, the Supplier must take necessary precautions in order to ensure continued deliveries such as stocking up the goods in an increased quantity for emergency, securing the presence of a minimum number of employees necessary for the performance of the orders or keeping the Supplier's distribution centre in operation.

4.7. The Supplier undertakes to ensure the availability of the goods covered by the contract, or functionally equivalent substitute products, for a period of at least 15 years following the last delivery. In the event of a planned discontinuation of production, HPW shall be informed in writing at least 12 months in advance. In such case, the Supplier shall provide HPW free of charge with all technical documentation and specifications required for in-house or third-party production.

5. Prices, invoice and payment

5.1. The price stated in an order has been agreed between the Parties and is binding on them unless the Parties specifically agree in writing on a different price before the delivery date.

5.2. The payment terms are determined according to the conditions stated in the order and agreed by the Parties. Unless agreed otherwise, the following payment terms shall apply: 14 days / 3% discount, 30 days / 2% discount, 60 days net. The due date period commences on the date of complete, proper and defect-free delivery of the goods or proper performance as agreed by the Parties in the order, and the date of receipt of correctly prepared and legally compliant invoice and the receipt of all required supporting documents in their entirety by HPW.

5.3. Invoices have to be sent to HPW in original written copy or by email (pdf to invoices@HPWires.com), unless otherwise agreed, immediately, for every particular delivery after the goods have been shipped, but no earlier than the time of dispatching the goods or the time of the agreed performance completion. Invoices must contain all necessary information and comply with the statutory requirements (company's corporate name, order number, product name/number, HPW and the Supplier's Tax ID No., price calculation, gross/net weight, dispatch notification). Invoices that do not comply with the above-summarised requirements shall be deemed – until corrected by the Supplier – as not delivered and payment thereof within the stated due dates may not be enforced.

5.4. If early deliveries are accepted, the due date is based on payment after the agreed delivery date.

5.5. In the event of a faulty delivery or service, HPW shall be entitled to withhold payment until proper remedy without forfeiture of any claims for rebates, discounts or any other advantages. This shall also apply in the case of minor defects as well as the absence of documentation.

5.6. HPW is entitled to set off its own claims against the Supplier against its own liabilities. If HPW sets off a counterclaim, the Supplier shall be notified accordingly. The Supplier is not entitled to set off its claims unless the counterclaim is undisputed or has been determined by a final and non-appealable court judgment.

5.7. The supplier may not assign its claims against HPW or authorize third parties to collect them without HPW's prior written consent.

5.8. The Supplier guarantees that the delivered goods have been produced in compliance with all applicable environmental and social standards and are free from so-called conflict minerals (pursuant to EU regulations or OECD guidelines). The Supplier commits to complying with HPW's Code of Conduct and to passing these obligations along its own supply chain. Furthermore, the Supplier confirms compliance with all applicable sanctions regulations and embargos. HPW is entitled to verify compliance with these standards through audits (performed by itself or by third parties). The Supplier

shall indemnify and hold HPW harmless from all third-party claims and administrative fines resulting from a breach of supply chain due diligence obligations.

6. Warranty

6.1. Unless agreed otherwise, the Supplier's liability for defects shall be governed by the applicable statutory regulations. HPW may make claims with respect to defects in the delivered goods/performances in accordance with the applicable legal regulations. HPW shall have sole discretion over the choice of remedy.

6.2. The Supplier shall be fully liable for compliance of deliveries with the respective orders as well as compliance with all applicable legal regulations and rules, directives and standards of the relevant public authorities and professional associations. The Supplier shall also be fully liable for all goods and components delivered (even though not produced) by the Supplier and third party performance, including in cases where HPW consented to third party deliveries/performance.

6.3. Taking delivery (acceptance) of any goods (performance) shall be preceded by inspection to be performed by HPW's goods receipt department and quality assurance department. The warranty period only commences after this inspection-on-receipt. HPW reserves the right not to follow the provisions concerning takeover of goods contained in provisions of suppliers related to the quality in each takeover, instead HPW may perform defined random inspections.

6.4. HPW shall be released from the duty to check for defects immediately after receiving the goods. The Supplier will be notified of defects found, if any, within a period customary in the ordinary course of business but no later than 5 business days after discovery. The Supplier hereby waives its right to object late claim of defects within the meaning and scope of the preceding sentence.

6.5. In emergency cases, HPW shall be entitled to make repairs on its own or through third parties, or to obtain another remedy, such as through procurement of substitute goods. In such a case, HPW must notify the Supplier accordingly as soon as possible. HPW shall bill the Supplier for all extra costs so incurred and the Supplier must reimburse all such costs to HPW within 14 days after receipt of the HPW's bill.

6.6. Quality defects will be reported to the Supplier by written Defects Notification. The Supplier shall respond to every Defects Notification through 8D-Report, and include a list of measures to be taken in order to prevent recurrence of the discovered quality defects in the future, within 14 calendar days after receipt of the Defects Notification. HPW may bill the Supplier for all costs incurred by HPW in this connection, including administrative costs. The Supplier must reimburse all such costs to HPW within 14 days after receiving HPW's bill. On written request, the Supplier will be informed about the standard industry hourly rates applied for this purpose.

6.7. If the same goods are repeatedly delivered incorrectly, HPW is allowed to withdraw from the supply contract and/or the related framework provided the defects of the goods are notified in writing to the Supplier and the Supplier continues to deliver faulty goods nevertheless. In any case of breach of the obligation under section 6.7., the Supplier shall reimburse HPW for any damage or loss that results from delivery of defective goods.

6.8. The Supplier is obliged to reimburse HPW for any damage that results from delivery of goods of different quality. This applies especially, although not exclusively, to extra shipment costs, production cut-offs resulting from down time, additional costs related to purchase of substitute goods or additional work on the side of HPW.

7. Liability

7.1. The Supplier's liability shall be governed by statutory regulations, unless otherwise agreed upon below.

The Supplier shall be liable for all damages and expenses incurred by HPW due to defective or delayed delivery or performance. This includes, in particular, contractual penalties owed to third parties, costs for cover purchases, special transport, production downtime, as well as other consequential damages. To the extent permitted by law, any exclusion or limitation of the Supplier's liability—including for cases of simple negligence—is excluded.

7.2. The statutory limitation periods shall apply; any shortening of the limitation periods is excluded.

7.3. If any claims are made against HPW due to a breach of the applicable safety rules and regulations or under domestic or foreign statutory provisions on liability, such claims being based on defects in HPW's products caused by defective goods supplied by the Supplier or its subcontractors, HPW may seek damages from the Supplier or, in the alternative, indemnity from the Supplier against third party claims. If the Supplier is liable for defects, the Supplier shall reimburse HPW for all costs incurred in connection with preventive replacement or recall measures necessitated by the circumstances.

7.4. To cover the aforementioned risks, the Supplier shall maintain adequate product liability and recall insurance with coverage limits customary in the industry. Such insurance must be maintained throughout the entire duration of the contract, and the Supplier shall provide evidence thereof to HPW upon request.

8. Intellectual Property Rights

8.1. The Supplier represents and warrants that none of the supplied deliveries are encumbered with third party rights and that no third party rights, especially patents or licences, will be breached by the act of delivery and the subsequent use thereof.

8.2. The Supplier shall indemnify HPW and its customers against all third party claims made in this connection and guarantees to reimburse to HPW any and all costs and expenses incurred by HPW due to such third party claims. If any such third party claims are made against HPW or its customers, the Supplier must provide HPW and/or its customers with maximum possible support.

9. Retention of title

9.1. HPW reserves the title to all parts, materials and tools provided by HPW to the Supplier until payment of all related claims in full. The Supplier must specifically designate all such items and store and keep them separately; in the case that a third party seeks access to such items, the Supplier must invoke HPW's title and defend it in the best possible manner. The processing and modifications of such items will be performed by the Supplier for HPW and, in the case of their impairment, destruction or loss, the Supplier must provide to HPW appropriate compensation. If such items are processed together with other things, to which HPW does not hold title, HPW shall acquire the results of the processing in its co-ownership in proportion to the value of the items to which HPW's reservation of title applies (as compared to the value of the other things processed together with them) as applicable at the time of the processing. The Supplier hereby assigns to HPW, by way of security, all claims arising from the resale of the new goods.

9.2. HPW reserves the title to any and all industrial designs, utility models, models, tools, product information, materials etc. provided or paid for by HPW. All related intellectual property rights and other rights shall at all times remain with HPW. The Supplier may only use such designs, models and tools to manufacture the goods ordered by HPW and return them to HPW without delay on HPW's request.

10. Confidentiality

10.1. The Supplier must keep all commercial and technical information that is not public knowledge and that the Supplier has learned through its business relationship with HPW confidential and keep it as a trade secret. This shall include in particular, without limitation, technical data, sales volumes, prices, information concerning products, product development, methods of manufacture, present and future intentions in research & development, customer data and any and all information about HPW.

10.2. The Supplier shall further keep confidential all illustrations, drawings, calculations and other documents received and shall disclose them to third parties only with HPW's prior written consent, unless such information is already publicly known. The burden of proof regarding such public knowledge shall rest with the Supplier.

10.3. The Supplier must ensure that its employees, subcontractors or other natural or legal persons to whom the Supplier grants access to the confidential information, as described above, be bound by the same confidentiality obligation as is hereby imposed on the Supplier.

10.4. This confidentiality obligation shall survive until the confidential information concerned becomes public knowledge (without this being the case due to a breach of this provision), irrespective of whether the Parties' business relationship is terminated prior to such time or not.

10.5. In the case of breach of this confidentiality provision, HPW may apply liquidated damages (contractual penalty) of euro 50,000. The Supplier must pay the liquidated damages within 14 days after receipt of HPW's payment demand. HPW's right to claim further actual damages shall remain unaffected.

11. Force majeure

11.1 Force majeure events shall release the Parties from their obligations to perform only for the duration of the disruption and to the extent of its impact, provided that such events are external, unforeseeable, and unavoidable (e.g., natural disasters, war). Price increases, raw material shortages, delivery difficulties, or the economic inability of the Supplier's sub-suppliers to perform shall expressly not be deemed force majeure events.

The Supplier shall notify HPW in writing without delay of the occurrence of a force majeure event and shall outline its expected impact. The Supplier is obligated to take all reasonable measures to minimize the effects of the disruption. If the disruption lasts for more than four weeks, HPW shall be entitled to terminate the contract.

12. General conditions, place of jurisdiction, applicable law

12.1. HPW shall be entitled to terminate the contract for convenience at any time by giving reasonable notice. In such an event, services already rendered and verified shall be remunerated, provided they are usable for HPW. Any further claims by the Supplier, in particular for lost profits or damages, are excluded.

12.2. HPW is entitled to termination with immediate effect, particularly if:

- the Supplier's financial position deteriorates to such an extent that the proper performance of the contract is seriously jeopardized;
- the Supplier ceases its payments, or a judicial or extrajudicial restructuring or insolvency proceeding is applied for or opened against the Supplier's assets (insofar as this is not precluded by mandatory provisions of insolvency law);

- the Supplier fails to fulfill a material contractual obligation despite a written notice of default and the granting of a grace period.

In the event of a termination according to Article 12.2, any and all claims for compensation by the Supplier shall be waived.

12.3. If any of the provisions hereof is found to be legally ineffective, this shall not limit or nullify the effectiveness of the remaining provisions.

12.4. If any of the provisions hereof is in conflict with the individually negotiated contracts (confirmed orders) or contractually provided quality guarantees, the provided quality guarantees shall have precedence over other individually negotiated contracts and these General Purchase Conditions.

12.5. These General Purchase Conditions, supply agreement and any and all claims arising hereunder (under both) shall be governed by the laws of Austria with the exclusion of conflict of laws rules and exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UN Law of Sales).

12.6. For all disputes arising directly or indirectly out of or in connection with the contract, the court with subject-matter jurisdiction for Vienna Inner City shall be the exclusive venue.

12.7. These General Purchase Conditions are made in several languages. In case of any discrepancy in understanding, the German Version shall prevail.

May, 2026