

General Terms and Conditions of Purchase (GTCP)

Version: August 2026

1. Contract terms, deviating conditions

These General Terms and Conditions of Purchase shall apply to all present and future business relations between INTER BÄR GmbH & Co. KG (hereinafter referred to as "INTER BÄR") and the supplier of goods (hereinafter referred to as "Supplier") for their order and purchase by INTER BÄR. The GTCP can be accessed at any time on the INTER BÄR website, www.interbaer.de. Other terms and conditions shall not become part of the contract, even if the purchaser has not expressly objected to them. Amendments or supplements require the written consent of INTER BÄR. They shall not affect the validity of the other terms and conditions. The unconditional acceptance of deliveries and services or their payment does not constitute consent to the supplier's terms and conditions of sale.

2. Conclusion of contract

INTER BÄR's orders, purchase orders, supply agreements and contracts must be in writing. They may be sent by letter or e-mail, whereby the issuing company and the issuing person must be clearly recognisable. They are also effective without a handwritten signature if a corresponding note is made on the respective form. Deliveries for which no written orders have been received will not be recognised. All conditions, specifications, standards and other documents listed in the order or enclosed with the order are part of the order. The supplier shall notify INTER BÄR immediately of any obvious mistakes (e.g. typing and calculation mistakes) and/or incomplete orders or missing order documents for the purpose of correction or completion; otherwise the contract shall be deemed not concluded. The supplier is obliged to accept and confirm the order in writing within a maximum period of 5 working days. After expiry of this period, INTER BÄR shall be entitled to cancel the order. Offers, drafts, preliminary studies and samples of the supplier are free of charge for INTER BÄR and do not oblige INTER BÄR to place an order. INTER BÄR's silence in response to offers, requests or other declarations by the supplier shall not be deemed to constitute consent.

3. Date of delivery, delays

The delivery dates stated in the orders are based on the delivery times stated by the supplier and are binding. The supplier must inform INTER BÄR immediately in writing if circumstances arise or become recognisable to the supplier which indicate that the delivery date cannot be met. If the supplier is responsible for exceeding the agreed delivery date, the supplier shall be in default even without a reminder. In this case, INTER BÄR shall be entitled to the statutory claims, in particular to compensation harms caused by the delay. Additional costs, particular in the case of necessary covering purchases, shall be borne by the supplier. The unconditional acceptance of the delayed delivery does not constitute a waiver of claims for compensation. If the agreed delivery date is culpably exceeded, INTER BÄR shall be entitled to demand a contractual penalty of 0.5% of the delivery value per completed week, but not more than 5% of the delivery value. Further claims and rights are reserved.

4. Force majeure

Natural disasters, unrest, official measures, labour disputes and other unpredictable and unavoidable events entitle INTER BÄR to withdraw from the contract in part or in full.

5. Provisions on export control and foreign trade data

The supplier shall fulfil all requirements of the applicable national and international customs and foreign trade law. The supplier shall provide INTER BÄR with all information and data required by INTER BÄR to comply with foreign trade law for export, import and re-export, without being requested to do so and no later than two weeks after receipt of the order, as well as in the event of changes. This includes in particular

- all applicable export list numbers including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN);
- the statistical commodity code / customs tariff number according to the current classification of goods of the foreign trade statistics and the HS (Harmonised System) code and
- Country of origin (non-preferential origin)
- Supplier declarations of preferential origin (for European suppliers) or certificates of preference (for non-European suppliers).

If the supplier fails to fulfil its obligations in this respect, it shall bear all expenses and damages as well as other disadvantages (e.g. additional claims for foreign import duties, fines) incurred by INTER BÄR as a result.

6. Provision of materials

INTER BÄR shall retain title to any material, assemblies, tools and means of production provided by INTER BÄR and may only be used as intended. INTER BÄR retains co-ownership of the products manufactured using the items provided by INTER BÄR until full fulfilment of its claims arising from the provision of the items. The supplier is obliged to insure the items provided by INTER BÄR at replacement value against fire, water damage and theft at its own expense. At the same time, the supplier hereby assigns to INTER BÄR all claims for compensation under this insurance. The supplier is obliged to treat the items provided with care and to carry out any necessary maintenance and repair work in time at its own expense. Any malfunctions must be reported to INTER BÄR immediately; if the supplier culpably fails to do so, any claims for damages shall remain unaffected.

7. Pricing, transfer of risk, packaging, dispatch

If no special agreement has been made, deliveries shall be made "Delivered Duty Paid" (DDP destination according to Incoterms ©2020) including packaging. The supplier shall bear the material risk until acceptance of the goods by INTER BÄR or an authorised representative at the place to which the goods are to be delivered in accordance with the order. In the case of ex works pricing, the lowest prices shall be used for despatch unless INTER BÄR specifies otherwise. Additional costs shall be borne by the supplier. Carriage charges and other expenses at the place of dispatch shall be borne by the supplier. In general, the goods to be delivered must be packaged properly and in accordance with standard commercial practice. The supplier shall be liable for damage resulting from inadequate packaging. The consignments must be accompanied by a delivery note stating the order details specified by INTER BÄR, as well as whether complete or partial delivery, dimensions, quantity and weight per item, and number of packages. Packages must also be labelled on the outside with the corresponding order and item number and the quantity contained. The supplier shall be responsible for delays in processing due to missing information.

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8. Invoices, payments, transfer of ownership

Invoices are generally to be sent separately from the delivery by email to rechnung@interbaer.de. Invoices shall no longer be sent by mail from 01.01.2025. The invoice must comply with the relevant statutory provisions, contain the VAT identification or tax number, the INTER BÄR order number, the delivery note number, date of delivery/ service, quantity and type of goods invoiced and, if applicable, other additional data of the customer. The supplier shall be responsible for all consequences arising from non-compliance with this obligation. Unless otherwise agreed in writing, payment shall be made after receipt of the goods in accordance with the contract and receipt of the proper and verifiable invoice, generally within 14 days, calculated from receipt of the delivery and receipt of the invoice, with a 3% discount or within 30 days net. In the event of an incorrect delivery, INTER BÄR shall be entitled to withhold payment in full or in part until proper fulfilment. INTER BÄR is entitled to set-off and retention rights to the extent permitted by law. Discount deduction is also permitted if INTER BÄR offsets with justified and due counterclaims or exercises a right of retention. Payments by INTER BÄR do not imply recognition of the deliveries as being in accordance with the contract and are always subject to fulfilment in accordance with the contract. Ownership of the delivered goods is transferred to INTER BÄR upon full payment; any retention of title by the supplier is excluded.

9. Notification of defects

INTER BÄR is obliged to inspect the goods immediately upon receipt for any deviations in quality or quantity as well as for externally recognisable damage. If INTER BÄR discovers a defect, the supplier shall be notified immediately. INTER BÄR shall notify the supplier of any defects not discovered in this process within a reasonable period of time as soon as they are discovered in the ordinary course of business. In this respect, the supplier waives the defence of late notification of defects. The limitation period is 36 months, calculated from the transfer of risk, unless the mandatory provisions of §§478, 479 BGB apply.

10. Guarantee

The supplier warrants that the delivery items are free from material defects and legal deficiencies. The supplier shall be liable for all defects in the delivery in accordance with the applicable statutory provisions. In the event of legal deficiencies, the supplier shall also indemnify INTER BÄR against any existing third-party claims. In particular, the specifications and drawings on which the respective delivery relationship is based shall be decisive for the freedom from defects of a delivery. In addition, the individual quality assurance agreements made with the supplier shall apply. Goods shall also be deemed defective if they do not comply with the rules of technology applicable in the Federal Republic of Germany, the relevant labour and environmental protection regulations, accident prevention regulations and other safety regulations. INTER BÄR shall be entitled to the full statutory claims for defects. In any case, INTER BÄR is entitled to demand that the supplier either remedy the defect or deliver a new item. The right to claim damages remains unaffected. INTER BÄR expressly reserves the right to claim damages. If the supplier does not immediately comply with INTER BÄR's request to remove the defect, INTER BÄR shall be entitled in

11. Product liability and property rights

If the supplier is responsible for product damage, it is obliged to indemnify INTER BÄR against any third-party claims for damages upon first request to the extent that the c of control and organisation. The supplier undertakes to maintain an appropriate product liability insurance policy, the amount of cover of which is appropriate to the scope of the business relationship and the specific liability risk, for the duration of this contract, i.e. until the respective expiry of the limitation period for defects. Upon request, the supplier shall provide INTER BÄR with evidence of the essential data of the insurance cover (scope and amount of cover) and shall notify INTER BÄR in writing of any changes to the insurance cover without being requested to do so. If INTER BÄR is entitled to further claims for damages, these shall remain unaffected. The supplier warrants that no rights of third parties within the Federal Republic of Germany are infringed in connection with or by its delivery. If claims are asserted against INTER BÄR by a third party for this reason, the supplier is obliged to indemnify INTER BÄR against these claims upon first written request. The supplier's obligation to indemnify relates to all expenses necessarily incurred by INTER BÄR from or in connection with claims asserted by a third party, unless the supplier proves that it is not responsible for the breach of duty underlying the infringement.

12. Secrecy

The supplier shall keep confidential all technical, procedural or commercial information derived from drawings, specifications, drafts or other data, including copies thereof, disclosed by INTER BÄR in connection with an order. He may not publish or use such illustrations, drawings, specifications, drafts or other materials, including copies thereof, for his own purposes or in favour of third parties, either directly or indirectly, unless INTER BÄR has given its prior written consent. This confidentiality obligation does not cover information that has been disclosed to the supplier by third parties in a legally permissible manner and on a non-confidential basis or information that is freely accessible to the public. The supplier shall oblige its employees and subcontractors to maintain confidentiality to the same extent as set out in this clause.

13. Environmental protection, documentation

The supplier undertakes to comply with the relevant statutory regulations on environmental protection and to work towards permanently reducing the adverse effects of its activities on people and the environment. The supplier shall ensure that the products ordered by INTER BÄR are used and processed in strict compliance with the applicable environmental protection regulations. He shall document this by means of properly completed safety data sheets in accordance with the applicable Hazardous Substances Ordinance. The supplier is obliged to hand over the documentation to the purchaser on request. Materials that are hazardous to health must be reported to the purchaser without being requested to do so. The Supplier shall also ensure that the products supplied by it comply with the provisions of Directive 2011/65/EU (RoHS) and Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"). The substances contained in the supplier's products are, as far as required under the provisions of the REACH Regulation, pre-registered or registered after expiry of the transitional periods, unless the substance is exempt from registration. If hazardous

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substances within the meaning of the Hazardous Substances Ordinance or products whose use does not rule out the release of such substances, are supplied, the supplier shall provide INTER BÄR or the service provider commissioned by INTER BÄR with the data required to prepare the safety data sheet without being requested to do so.

14. Supplier code of conduct – security in the supply chain

The Supplier is obliged to comply with the recognised rules of technology (in particular DIN standards, VDE regulations, VDI guidelines) and the statutory provisions on product safety (in particular the Product Safety Act), the internationally applicable minimum standards under labour law, in particular all conventions of the International Labour Organisation (ILO) with regard to employee rights, working hours and occupational health and safety, as well as all applicable statutory and official provisions. The Supplier shall not participate, actively or passively, directly or indirectly, in any form of bribery or corruption, violation of human rights or discrimination against its employees, forced labour or child labour. In this context, the supplier undertakes not to employ any workers who are not at least 15 years old. The supplier shall ensure that all agents engaged by it who are involved in any way in the manufacture of the products supplied by it to INTER BÄR comply with the aforementioned obligations.

15. Handling conflict minerals

The supplier undertakes to deliver the delivery item in accordance with the provisions of Regulation (EU) 2017/821 of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum, tungsten, their ores and gold originating from conflict-affected and high-risk areas and Section 1502 of the US Dodd-Frank Act. The supplier also undertakes to identify the use of so-called "conflict minerals" (tin, gold, tantalum, tungsten) in its supply chain and to take appropriate measures to ensure that the delivery item does not contain any conflict minerals in accordance with the above Regulation (EU) 2017/821 of 17 May 2017 and Section 1502 of the US Dodd-Frank Act.

In the event of a violation of the aforementioned regulations, the supplier shall indemnify INTER BÄR and hold harmless from and against all resulting damages and third-party claims. In the event that the supplier breaches any of the aforementioned obligations, the supplier shall indemnify INTER BÄR, INTER BÄR's affiliated companies and their customers against all costs, third-party claims and other disadvantages (e.g. fines) resulting from the breach of the aforementioned provision. This does not apply if the supplier is not responsible for this breach of duty. Furthermore, INTER BÄR is entitled at any time to immediately cancel the corresponding order and to refuse acceptance of the corresponding delivery without incurring any costs for INTER BÄR. Any existing claims for damages shall remain unaffected by this. Cancellation or refusal of acceptance shall not constitute a waiver of any claims for damages.

16. Reservation clause

The fulfilment of the contract on the part of the customer is subject to the proviso that there are no obstacles to fulfilment due to national or international regulations of

foreign trade law and no embargoes and/or other sanctions.

17. Place of jurisdiction and applicable law

The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered location of INTER BÄR in Schalksmühle (place of jurisdiction Hagen). However, INTER BÄR shall also be entitled to bring a legal action at the supplier's registered office. The contractual relationship shall be governed by German substantive law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

18. Miscellaneous

These Terms and Conditions of Purchase replace all previous versions in their entirety. Should individual provisions be invalid, this shall not affect the validity of the other provisions. This also applies to the validity of contracts concluded on the basis of these terms and conditions.