

GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

1. SCOPE

1.1 These General Terms and Conditions of Purchase (hereinafter "GTCP") shall apply to all purchase orders and contracts of Fangmann Energy Services GmbH & Co. KG (hereinafter the "Purchaser") for the purchase of goods, services and other deliverables.

1.2 These GTCP shall apply exclusively in relation to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), as well as to legal entities under public law and special funds under public law.

1.3 These GTCP shall apply to all present and future business relationships with our Suppliers, unless expressly agreed otherwise in an individual case.

1.4 Any general terms and conditions of the Supplier that conflict with or deviate from these GTCP shall not become part of the contract unless the Purchaser expressly agrees to their application in text form.

1.5 This shall also apply to any general terms and conditions, terms of sale, terms of delivery or other contractual terms of the Supplier referred to in quotations, order confirmations, delivery notes, invoices or other documents.

1.6 The acceptance, inspection, processing, use of or payment for goods or services shall not constitute consent to the Supplier's terms and conditions.

1.7 Individual agreements between the Purchaser and the Supplier shall take precedence over these GTCP.

2. ORDERS AND CONCLUSION OF CONTRACT

2.1 Orders of the Purchaser shall generally be issued in text form, in particular by e-mail, via electronic ordering systems or in writing.

2.2 The Supplier shall review the order for any apparent ambiguities, inconsistencies or missing information and shall notify the Purchaser thereof without undue delay.

2.3 An order confirmation from the Supplier containing terms that deviate from the order or from the Purchaser's GTCP shall not constitute acceptance of such deviations. Any deviations require the Purchaser's express consent.

2.4 Any amendments or additions to an order require the Purchaser's consent insofar as they concern the price, quantity, quality, delivery date or other material terms of the contract.

3. PRECEDENCE OF THE INDIVIDUAL ORDER

3.1 The terms agreed in the respective order or individual contract shall take precedence over these GTCP.

3.2 This shall apply in particular to:

- Items and scope of supply or services
- Quantities
- Prices
- Discounts
- Delivery dates
- Delivery locations
- Shipping terms
- Payment terms
- Special services

This text has been translated. In case of discrepancy the German original prevails.

- technical requirements and specifications

4. PRICES

4.1 The prices agreed in the order shall be binding.

4.2 Unless otherwise agreed, the prices shall include customary packaging and ancillary costs and shall be subject to value added tax (VAT) at the applicable statutory rate.

4.3 Additional costs, in particular for packaging, transport, insurance, customs duties, tolls or other ancillary costs, shall be borne by the Purchaser only if expressly agreed in advance.

4.4 Any price changes after conclusion of the contract require the Purchaser's prior consent.

5. PAYMENT TERMS AND INVOICES

5.1 The payment terms shall generally be stipulated in the respective order or individual contract.

5.2 Unless a payment period has been agreed, payment shall be made within 30 days after complete delivery or performance in accordance with the contract and receipt of a proper and verifiable invoice.

5.3 Invoices must contain all information required by law and must be capable of being clearly allocated to the respective order.

5.4 Where applicable, the order number, date of delivery or performance, invoice number, description of the item or service and the required tax information shall in particular be stated.

5.5 In the event of incorrect or incomplete invoices, the agreed payment period shall not commence until a properly corrected invoice has been received.

5.6 Payment shall not constitute acknowledgement that the delivery or service complies with the contract.

6. DELIVERY AND DELIVERY DATES

6.1 The delivery and performance dates agreed in the order shall be binding.

6.2 The Supplier shall notify the Purchaser without undue delay as soon as it becomes aware, or ought to become aware, that an agreed delivery or performance date cannot be met.

6.3 Notification of an impending delay in delivery shall not affect the Purchaser's statutory rights.

6.4 Partial deliveries and early deliveries require the Purchaser's prior consent.

6.5 The Supplier shall comply with the delivery address specified in the order and with any agreed delivery times and delivery conditions.

6.6 Deliveries shall be made DDP (Delivered Duty Paid) to the place of destination (Incoterms 2020).

7. SHIPPING AND PACKAGING

7.1 The goods shall be properly packaged in accordance with the applicable statutory provisions.

7.2 The packaging must provide adequate protection for the goods during transport.

7.3 The Supplier shall avoid unnecessary packaging and shall comply with all relevant statutory provisions regarding packaging, disposal and environmental protection.

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7.4 Each delivery shall be accompanied by appropriate and complete shipping documents. These must in particular state the order number, the description of the item or service and the quantity delivered, insofar as such information is required for allocation.

8. HAZARDOUS SUBSTANCES, SAFETY AND STATUTORY REQUIREMENTS

8.1 In the case of deliveries of hazardous substances, dangerous goods or other safety-relevant products, all statutory, regulatory and technical requirements applicable at the time of delivery shall be complied with.

8.2 This shall apply in particular to the applicable requirements regarding classification, labelling, packaging, storage, transport, handling, disposal and occupational health and safety.

8.3 The Supplier shall ensure that the products supplied comply with the applicable safety and quality standards.

8.4 To the extent required by law or necessary for safe use, the Purchaser shall be provided, in good time and in full, with the required safety data sheets, operating and user instructions, labels, test certificates, declarations of conformity and other safety-relevant documents.

8.5 Safety data sheets and other safety-relevant documents shall be provided in their respective current versions.

8.6 The Supplier shall notify the Purchaser without undue delay of any changes of which it becomes aware concerning the classification, labelling, composition, safety-related characteristics or statutory requirements of the products supplied.

8.7 The Supplier undertakes to comply with all statutory provisions applicable to the respective delivery or service. This shall apply in particular to provisions of labour, environmental, product, chemicals, transport, safety, social security and tax law, insofar as they apply to the respective delivery or service.

9. RECEIPT AND INSPECTION OF GOODS

9.1 Within the scope of its statutory obligations, the Purchaser shall inspect incoming goods for obvious defects and identifiable deviations.

9.2 Any further inspection shall be carried out in the ordinary course of business.

9.3 Defects that are identified only during a subsequent inspection or use shall be notified to the Supplier after their discovery.

9.4 The Supplier shall process complaints without undue delay and, in the case of justified complaints, initiate appropriate measures to remedy the defects.

10. LIABILITY FOR DEFECTS

10.1 The Supplier warrants that the goods supplied and services performed comply with the agreed characteristics, specifications, quality requirements and statutory requirements.

10.2 In the event of defective deliveries or services, the Purchaser shall be entitled to the statutory rights and remedies.

10.3 In accordance with the statutory provisions, the Purchaser may in particular demand supplementary performance, replacement delivery, rectification of defects, a reduction in price, withdrawal from the contract and damages.

10.4 The Supplier shall bear the expenses necessary for supplementary performance in accordance with the statutory provisions.

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11. QUALITY AND CHANGES

11.1 The Supplier shall comply with the agreed quality requirements, technical specifications and other requirements.

11.2 The Supplier shall notify the Purchaser without undue delay of any circumstances that may impair the agreed quality, safety or performance of the delivery or service.

11.3 Material changes to products, materials, manufacturing processes or other circumstances relevant to the contractual performance shall be notified to the Purchaser in advance insofar as they may affect the agreed characteristics, safety or function.

12. THIRD-PARTY RIGHTS

12.1 The Supplier warrants that the goods supplied and services performed are free from third-party rights insofar as such rights would conflict with their use in accordance with the contract.

12.2 The Supplier shall notify the Purchaser without undue delay of any third-party claims of which it becomes aware in connection with the goods or services supplied.

13. LIABILITY

13.1 The Parties shall be liable in accordance with the statutory provisions.

13.2 The Supplier shall in particular be liable for any loss or damage arising from breaches of duty for which it is responsible, defective deliveries or defective services.

13.3 The statutory liability provisions, in particular those relating to intent, gross negligence and loss or damage resulting from death, personal injury or damage to health, shall remain unaffected.

14. SET-OFF AND RIGHTS OF RETENTION

14.1 The Purchaser shall be entitled to set off its own claims against claims of the Supplier insofar as the statutory requirements for doing so are met.

14.2 The Purchaser shall be entitled to exercise statutory rights of retention.

15. TITLE

15.1 Title to the goods supplied shall pass to the Purchaser in accordance with the statutory provisions.

15.2 Any retention of title by the Supplier shall apply only insofar as it has been expressly agreed and is compatible with the statutory provisions.

15.3 Any extended or prolonged retention of title requires the Purchaser's express consent.

16. CONFIDENTIALITY

16.1 The Supplier undertakes to keep confidential all confidential information of the Purchaser that becomes known to it in the course of the business relationship.

16.2 Confidential information may be used exclusively for the purpose of fulfilling the contractual obligations.

17. DATA PROTECTION

17.1 The Parties shall comply with the applicable statutory data protection provisions.

17.2 To the extent that personal data are processed in the course of the business relationship, such processing shall be carried out in accordance with the applicable data protection provisions.

18. SUBCONTRACTORS

18.1 The Supplier shall remain responsible for the proper performance of its contractual obligations even where it uses subcontractors to perform the services.

18.2 Where the use of subcontractors requires the Purchaser's consent due to the nature of the service or an individual agreement, such consent shall be obtained before the subcontractors are engaged.

19. COMPLIANCE

19.1 The Supplier undertakes to comply with all statutory provisions applicable to its services.

19.2 In particular, the Supplier undertakes not to offer, promise or grant any undue advantage.

20. FORCE MAJEURE

20.1 Events of force majeure and other unforeseeable events beyond the control of a contracting party that materially impede or temporarily render impossible the performance of contractual obligations may release the affected party from its performance obligations for the duration of the impairment.

20.2 The affected party shall notify the other party without undue delay of the event and its anticipated effects.

20.3 The statutory rights of the Parties shall remain unaffected.

21. ASSIGNMENT

Any assignment of claims of the Supplier against the Purchaser shall be governed by the statutory provisions unless otherwise agreed in an individual case.

22. PLACE OF PERFORMANCE

The place of performance for deliveries and services shall be the place of delivery or performance specified in the respective order.

23. GOVERNING LAW AND JURISDICTION

23.1 The business relationship shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), insofar as its exclusion is legally permissible.

23.2 The place of jurisdiction shall be 29410 Salzwedel, Germany.

23.3 Any mandatory statutory places of jurisdiction shall remain unaffected.

24. FINAL PROVISIONS

24.1 Individual agreements between the Purchaser and the Supplier shall take precedence over these GTCP.

24.2 Should any provision of these GTCP be or become wholly or partially invalid, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid provision.

24.3 The current version of these GTCP shall be published on the Purchaser's website.

24.4 The version of these GTCP effectively incorporated at the time the contract is concluded shall generally govern the respective order.

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General Terms and Conditions of Purchase - as of 25 August 2026