

1. General Terms and Conditions

1.1 These General Terms and Conditions of Purchase (the "Conditions") apply exclusively for Refratechnik Asia and its Chinese subsidiaries ("Refratechnik") orders. Refratechnik reserves the right to amend the General Terms and Conditions of Purchase at any time. The GTCP as amended shall apply as of the moment when published on the Refratechnik website www.refra.com/en/Refratechnik-Asia-Terms-and-conditions or referred to in the frame contract or in the purchase order.

1.2 With the conclusion of the first contract, incorporating the following conditions, the supplier acknowledges their validity for the entire duration of the business relationship. Any conditions deviating from these conditions, or supplementary conditions of the supplier, will not be binding on Refratechnik even if Refratechnik does not object to them. Any deviating or supplementary conditions will in every case require the written approval of Refratechnik in order to be valid.

1.3 If there are conflicting terms among the Contract, its appendices, and/or the Purchasing Terms, the following hierarchy will be followed: 1. the Contract, 2. the appendices to the Contract, and 3. the General Terms and Conditions of Purchase. If there are contradictions between an Offer, an Order Confirmation, or the Order, the Order will take precedence. If there are discrepancies between an Offer and an Order Confirmation, the Order Confirmation will take precedence.

1.4 The Supplier is not entitled to claim rights in future contracts based on any deviations agreed upon from the Purchasing Terms.

1.5 These Conditions apply only to undertakings, public law entities and special property under public law.

2. Order Placement/Order Confirmation/Data Sheets

2.1 All orders and side agreements to contracts must be in written form (Fax, Email, letter).

2.2 Refratechnik's orders become legally binding only when submitted in writing. All offers must be comprehensive, including all required specifications and documentation. The Supplier must notify Refratechnik of any obvious errors or omissions in the order, such as spelling or calculation mistakes, to allow for corrections or completion before confirming the order. Orders placed by Refratechnik must be accepted within five (5) working days. The Purchase Order shall become effective after the Supplier has expressly accepted a complete order through an written order confirmation.

2.3 With the acceptance of Refratechnik's order, the contractor undertakes to hand over all safety data sheets and product data sheets to Refratechnik, at the latest together with the order confirmation. In the event that products are inadequately labelled and described, the Supplier will be liable for any damage that could arise from a mishandling of the goods, unless it did not act culpably.

3. Contractual Penalty/Date of Delivery

3.1 A contractual penalty agreement does not affect Refratechnik's right to rescind the contract and/or assert any further claims. Refratechnik is authorized to demand a contractual penalty even if it has accepted the delivery of goods or services without any special reservation. A reservation may be declared up to the expiry of a three-week period following delivery or handover of the goods and at the latest by the time payment is made in full.

3.2 If it becomes apparent to the Supplier that delivery dates cannot be adhered to, it must inform Refratechnik without delay via post, fax or e-mail. 3.3 In the event a delivery is not made in time – in particular where no fault is involved – after granting an appropriate grace period, Refratechnik will be entitled to rescind the contract irrespective of any more comprehensive legal claims and rights. In that case, Refratechnik may retain partial deliveries and rescind the contract with regard to the outstanding deliveries. The preceding two sentences will not apply if Refratechnik is solely or predominantly responsible for the delay and the reason for the delay was caused by intent or gross negligence on Refratechnik's part or the reason for the delay, for which the supplier is not responsible, arises at a time at which Refratechnik is culpably in default of acceptance.

3.4 The supplier may supply only the products ordered by Refratechnik. Replacement products, even if they are technically identical, must be identified in writing with regard to their quality and origin and be explicitly accepted in writing by Refratechnik as being in proper fulfilment of the contract.

3.5 The acceptance or approval of drawings and samples

presented by the supplier will not affect the supplier's sole responsibility for the conformity of the delivered item with the contract. The supplier is solely responsible for inspecting its goods or work and for making deliveries in accordance with the contract.

4. Shipping/Labeling/Packaging

4.1 The shipping papers must contain the order data provided by Refratechnik. In accordance with Refratechnik's forms, these papers must state the precise designation, quantity, weight (gross and net), type of goods and their packaging. If the supplier does not adhere to the aforementioned obligations, Refratechnik will not be liable for any delays in processing.

4.2 If the shipping papers for a delivery are not delivered in time or the information stipulated in clause 4.1 is not given in the shipping papers, the goods will, at Refratechnik's option, be stored at the cost and risk of the supplier until the shipping papers arrive or the missing information is provided in full.

4.3 In the event the goods are mislabeled or have not been packaged in accordance with the respective requirements of the goods, the supplier will be liable for all consequential damage, costs and expenditure even if the goods were not labelled or packaged on its own premises. This does not apply if the supplier is not responsible for the mislabeling or inadequate packaging.

4.4 The goods purchased must be packaged as specified in the contract/purchase order or as instructed by Refratechnik. If no packaging arrangements have been made, the Supplier is responsible for ensuring proper packaging. Refratechnik will own all packaging used, except for return packaging.

4.5 The purchased goods must be appropriately marked as per the purchase order / contract or Refratechnik instructions. Packaging markings should make the goods easily identifiable and contain all necessary information.

4.6 Packaging should prioritize environmental friendliness while providing sufficient protection for the goods.

5. Handover/Acceptance/Force majeure

5.1 Force majeure and other extraordinary circumstances, such as war, natural disasters, strikes or lockouts, for which Refratechnik is not responsible, will entitle Refratechnik to postpone the receipt and/or acceptance of the goods by the corresponding period of time, but at most by six months. The party affected by the Force Majeure Event must take reasonable steps to minimize its impact. Either party can terminate the contract by providing a written notice of 14 days if the Force Majeure event lasts longer than 90 days.

5.2 The handover and/or acceptance will be effected in the ordinary course of business. Should additional acceptances become necessary owing to reasons for which the Supplier is responsible than the Supplier must bear the costs involved, such as the cost of travel to the manufacturing site, inspection costs and the like.

5.3 The risk of accidental loss or deterioration of the goods will be borne by the Supplier until the goods are delivered in accordance with the purchase order or contract. Unless otherwise agreed in writing, delivery will be made free to the door (final destination).

6. Payment

6.1 The price shown in the order is binding. In the absence of any written agreement to the contrary, the price includes delivery to the destination including packaging. A special agreement will be required for the return of the packaging.

6.2 Payment periods run from the date of the invoice or, if there is a delay in the delivery of goods to Refratechnik, from the date the goods are received in full. The date of the receipt stamp, or of the delivery note on the transportation papers, will be deemed to be the date of receipt. Payment periods will in any case not commence prior to the agreed delivery date unless this was expressly accepted in writing at the time the order was placed.

6.3 Payments on account, interim payments and final payments do not constitute either an acknowledgement that the delivery/performance was in accordance with the contract or an acceptance of the goods.

7. Rules of Technology/Official Regulations

7.1 The supplier is obliged to adhere to the accepted most current rules of technology and the guidelines issued by the legislature, the regulatory authorities, the professional associations or by other state authorities with respect to the design and quality of the goods, prevention of accidents and

protection of the environment.

7.2 The Supplier is obliged to issue a test certificate for each delivery and hand it over to Refratechnik. Refratechnik reserves the right to carry out an inspection on the Suppliers premises prior to delivery. It further reserves the right to perform an audit at the supplier's site in accordance with ISO 9000 et seq..

8. REACH Clause (for deliveries to countries in the EU)

Refratechnik points out the Supplier's responsibility for the items to be delivered to the European Union in accordance with Regulation (EC) No. 1907/2006 of the European Parliament and the Council dated December 18, 2006 regarding the Regulation on Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), for creating a European Chemical Agency, for changing the Directive 1999/45/EC, and for repealing the Council's Regulation (EEC) No. 793/93, the Commission's Regulation (EC) No. 1488/94, the Council's Directive 76/769/EEC, and the Commission's Directives 91/155/EEC, 93/67/EEC, 93/105/EC, and 2000/21/EC ("REACH Regulation"). Insofar as the items to be delivered are subject to this regulation, the supplier must observe his duties in accordance with this regulation, in particular towards Refratechnik. If the supplier is not domiciled in the European Community, he commits himself to assign an exclusive agent in accordance with Article 8, Sections 1 and 2 of the REACH Regulation, who will act as the importer, and insofar as necessary, will register the items to be delivered. The supplier and Refratechnik agree that the duty to register the items to be delivered, insofar as permissible, only affects the supplier; the supplier will undertake all applicable measures to implement this agreement. Should any damage be caused to Refratechnik because the supplier failed to observe his duties in accordance with this Regulation, the supplier must compensate Refratechnik for this damage or indemnify third parties accordingly.

9. Energy management

9.1 Higher energy efficiency and protecting our environment is a central strategic aim of Refratechnik. We prefer our suppliers operates an energy management system in accordance with DIN EN ISO 50001. When evaluating offers, aspects of energy efficiency and energy consumption are taken into account as essential criteria.

9.2 We therefore request you to include more energy-efficient and/or energy-saving alternatives to the services and/or products listed in your offer, provided that such alternatives exist.

10. Quality of the Goods/ Rights and Claims in the Event of Defects/Warranty

10.1 Notwithstanding more far-reaching statutory provisions, the Supplier warrants that the goods comply with the legal, official and contractual provisions applicable for their use and distribution and that the goods are of the agreed quality.

10.2 In the case of a defect, Refratechnik shall notify the Supplier in writing or orally within two (2) weeks as of the time Refratechnik became aware of the defect and may, in accordance with the statutory provisions at its option, demand subsequent performance, rescind the contract, reduce the purchase price or demand damages or reimbursement of wasted expenditures.

10.3 The statute of limitations is two years (Warranty of 24 months) from the time at which the goods are handed over unless the statutory provisions stipulate a longer period of time. If the goods sold are put into operation later than the delivery or the completion of the assembly, the statute of limitations will not commence until the date on which they are put into service, but at the latest six (6) weeks after delivery or completion of the assembly. The statute of limitations will be suspended as long as negotiations between Refratechnik and the Supplier regarding defect claims or the circumstances giving rise to them are ongoing. This applies in particular to the duration of the subsequent performance by the supplier if the statute of limitations does not run anew pursuant to the statutory provisions. The suspension will commence with Refratechnik's written or verbal notification of the defect. The statute of limitations for parts which are replaced or remedied by the supplier or supplier by way of subsequent fulfilment will begin to run anew; but in the case of a remediation, only to the extent it involves the same defect or the consequences of a defective remediation. The preceding sentence will not apply if the behavior of the supplier or supplier gives Refratechnik good reason to assume that the supplier or supplier did not feel it was obliged to take the measure, but merely performed the

replacement or remediation for the sake of good will or the like. Otherwise, the statute of limitations will extend in each case by the duration of the interruption of operations as a result of the defect.

10.4 Refratechnik is obliged to inspect the goods within a reasonable period of time for any deviations in quality and quantity and to notify the Supplier of any defects. The notification of any defect is deemed to be made in good time if it is received by the Supplier within a period of five (5) working days from the delivery of the goods, in the case of hidden defects within a period of 15 working days from the discovery of the defect. Defects in packaged goods may still be notified after the packaging has been opened.

10.5 Once a reasonable period of time for subsequent performance that was granted to the Supplier expires without success, in particular with regard to remedying the defect, Refratechnik will be entitled to remedy the defect itself at the Supplier's expense or have it remedied by a third party or to procure a replacement from another third party. Except in the cases provided for by statute, no time period need be set if Refratechnik comes to an agreement with the Supplier to replace the defect product by Refratechnik product or procurement of a replacement. Moreover, no time period need be set in urgent cases, in particular, if the defect product poses a risk to operational safety or the risk of unusually great damage to Refratechnik or third parties, and if, due to the particular urgency involved, it is no longer possible to inform the Supplier of the defect and the risk of damage and set it a deadline for remedying it. In that case Refratechnik must inform the Supplier once the defect has been remedied of the measures that were performed in the course of the self-help or the procurement of a replacement.

10.6 Farther-reaching legal or contractual rights and claims of Refratechnik remain unaffected.

11. Intellectual Property Rights

11.1 The Supplier is responsible for ensuring that no claims are asserted against Refratechnik by third parties due to the contractual or usual delivery or use of the goods owing to an infringement of intellectual property rights or other rights of third parties. Where foreign intellectual property rights are involved, this applies only if the supplier is apprised of the country of destination of the goods.

11.2 In the case of an infringement of intellectual property rights by the supplier and/or Refratechnik, the supplier will be obliged for the duration of Refratechnik's intellectual property right to compensate it for all expenditures and damage arising therefrom, including in particular indirect damage, unless the infringement was caused intentionally or as a result of gross negligence by Refratechnik (or a legal representative or vicarious agent of Refratechnik). The supplier hereby indemnifies Refratechnik against all claims of third parties stemming from any infringement of intellectual property rights upon first demand. Where foreign intellectual property rights are involved, the two preceding sentences apply only if the supplier is apprised of the country of destination of the goods.

11.3 Paragraphs 11.1 and 11.2 will not apply if the contractor has not acted culpably.

11.4 Claims against Refratechnik arising from this clause 11. paragraphs 1 and 2 will become statute barred three years after the conclusion of the contract.

12. Product Liability

12.1 Where the supplier is responsible for product damage, it is obliged to indemnify Refratechnik against damages claims by third parties upon first demand to the extent the cause arose within the supplier's sphere of control and organisation and it itself bears liability vis-à-vis third parties.

12.2 The supplier undertakes to maintain product liability insurance for personal injury/property damage with coverage that is appropriate to the circumstances.

12.3 Farther-reaching legal or contractual claims of Refratechnik remain unaffected.

13. Observance of Secrecy/Ownership and Copyrights

13.1 The Supplier undertakes to treat the order from Refratechnik and all associated commercial and technical details confidentially. The supplier is entitled to pass such information on to suppliers, affiliated companies or other third parties only if and to the extent necessary in order to fulfil the contract and only if and to the extent that such third parties have undertaken in advance and in writing keep this information secret. Refratechnik may be cited as a reference with its consent.

13.2 Information provided by Refratechnik, drawings, pictures, sketches or similar documents created by Refratechnik or by the supplier on the basis of such information in order to carry out the order may only be applied or used elsewhere with Refratechnik's written consent. All rights of ownership and copyrights in or relating to these documents and this know-how will remain with Refratechnik or be transferred irrevocably to Refratechnik upon conclusion of the respective contract.

14. Set-off/Right of Retention

14.1 Refratechnik is entitled to set off any claims against the Supplier to which it, or a company which is affiliated with it and is involved in the performance of the order with the Suppliers knowledge, is entitled against any claims the Suppliers has against Refratechnik or a company affiliated with it in the aforementioned sense. The supplier here and now explicitly consents to any necessary assignment to Refratechnik of claims held by a company affiliated with it (in the above sense). On request, a list of the affiliated companies will be provided to the supplier.

14.2 The supplier may only set off against claims of Refratechnik or an affiliated company which are undisputed, ready for decision (entscheidungsreif) and/or final and binding (res judicata). The supplier will only be entitled to exercise a right to refuse performance or a right of retention to the extent its counterclaim is based on the same contractual relationship and is undisputed, res judicata or ready for decision.

15. Assignment

15.1 Rights arising from this contractual relationship may only be assigned to third parties with Refratechnik's prior consent.

15.2 Refratechnik will be deemed to have rendered consent if the Supplier has granted an extended retention of title to its supplier in the ordinary course of business.

16. Vicarious Agents

The supplier must assume responsibility for the delivery and performance of its ancillary suppliers as well as for its own deliveries and performances. The suppliers of the supplier are deemed to be its vicarious agents within the scope of the contract and these conditions and its respective performance.

17. Code of Conduct / Compliance

17.1 The Refratechnik Group has created a Code of Conduct for its business partners, which is available in English at www.refra.com/en/dnlarhiv/RTHO-Supplier-Code-of-Conduct-High-Risk-en-4-2024.102850.pdf. The Supplier, as a business partner of the Refratechnik Group, undertakes to comply with that Code of Conduct and to ensure that these principles are also communicated to and observed by all its executives, officers and employees. The Supplier also undertakes to communicate in an appropriate manner to its own suppliers the need to adhere to the principles of the Refratechnik Supplier Code of Conduct and to comply with the resulting obligations. The principles of the Refratechnik Supplier Code of Conduct, as provided under the aforementioned link at the time the respective contract was concluded, shall apply; however, the Supplier shall be free to refer to a more recent version at any time.

17.2 Declaration of commitment by the Supplier. The Supplier undertakes to pay his employees at least the minimum wages specified by law, and only to employ persons who possess a legal work permit. Moreover, the supplier commits himself to use only sub-suppliers who have also agreed contractually to pay their employees at least the minimum wages specified by law, and only to employ persons who possess a legal work permit. The supplier undertakes to commit his sub-suppliers accordingly. At the request of Refratechnik or an authorized Refratechnik representative, the supplier agrees to provide confirmation from his tax accountant or financial auditor regarding payment of minimum wages to the workers he employs within the scope of the contact(s) entered with Refratechnik.

18. Place of Performance/Legal Venue/ Applicable Law

18.1 The place of performance for deliveries by the Supplier is the destination. The place of performance for payment is the registered office of Refratechnik.

18.2 If not explicitly agreed otherwise in writing, the GTCP and all contracts shall be governed and construed in accordance with the laws of the country of the (registered)

seat of the commissioning Refratechnik, with the exclusion of its law of conflicts. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. In addition to the provisions of the contract and these conditions, the statutory provisions of the PR China in their respective valid version will apply. For the application and interpretation of the contract and these conditions, the English text is authoritative.

18.3 Where the Supplier is a trader, public law entities or a special property under public law or does not have a general legal venue in the PR China or SOR Hongkong, the legal venue for all disputes arising directly or indirectly from or regarding the contract or these conditions (including actions on bills of exchange) will be Hongkong for Refratechnik Asia and PR China for all other Refratechnik subsidies.

19. Written Form/Severability Clause

19.1 Apart from the content of the written contract, no other oral or written side agreements have been made. Any additions or changes to the agreement or these conditions must be in written form in every case, whereby this formal requirement may be waived only by explicit written declaration and for a specific individual case.

19.2 Should a provision of the contract or these conditions be invalid or infeasible, this will not affect the validity of the remaining provisions of either the contract or these conditions. This also applies to omissions or inconsistencies in the contract or these conditions.

20. Data Protection

The Supplier must always adhere to relevant national and international laws and regulations concerning the protection of data, including but not limited to the Data Protection Law in China section 33 (1) or the European General Data Protection Regulation (Regulation (EU) 2016/679). The Parties must also establish additional data protection agreements, such as data processing agreements, when required.

Refratechnik Asia Limited
Hongkong, March 2025

REFRATECHNIK