

General Terms and Conditions of Purchase (GTCP)

As of January 2026, rev 1 – BOS Balance of Storage Systems AG

1. Validity and order of precedence

- 1.1. These terms and conditions (hereinafter also referred to as "GTC") apply to all agreements under which BOS Balance of Storage Systems AG (hereinafter also referred to as "BOS") purchases goods from entrepreneurs, legal entities under public law, or special funds under public law, in each case within the meaning of Section 310 (1) of the German Civil Code (hereinafter also referred to as "Supplier") or obtains them in any other way.
- 1.2. The latest version of these General Terms and Conditions shall also apply to all future transactions between BOS and the customer without the need for renewed incorporation. The latest version can be accessed at [URL]. The date of conclusion of the respective contract shall be decisive.
- 1.3. Any deviating, conflicting, or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that BOS has expressly agreed to their validity in writing. This requirement of consent shall also apply if the business partner refers to its general terms and conditions during the contract negotiations and BOS does not expressly object to this.
- 1.4. Any reference in these GTC to the application of statutory provisions is for clarification purposes only. Even without such a reference, the statutory provisions shall apply unless they are amended or waived by these GTC.

2. Offers, conclusion of contract

- 2.1. BOS is bound to the offers submitted by BOS for two weeks, unless another deadline for acceptance has been set or the offer has been submitted without obligation.
- 2.2. Late acceptance shall be deemed a new offer and requires acceptance by BOS.
- 2.3. A contract between the parties is only concluded upon express acceptance of the offer by BOS in writing.

3. Delivery, transfer of risk, partial deliveries

- 3.1. The place of performance for all services provided by BOS is its registered office in Ulm.
- 3.2. Unless otherwise agreed, delivery to BOS shall be "Delivery Duty Paid" ("DDP") in accordance with Incoterms 2020 at the registered office of BOS in Ulm.
- 3.3. On the day of dispatch, the supplier shall send a dispatch note with delivery note details (in particular order number/item, material numbers, delivery quantity) and notify the expected time of receipt of the goods.
- 3.4. Partial deliveries are only permitted with the prior consent of BOS.
- 3.5. ly specified delivery times are binding. The supplier shall notify BOS immediately of any deviation from the agreed delivery time. The occurrence of the delay remains unaffected by such notification.

- 3.6. If the supplier is wholly or partially in default with the delivery, BOS shall be entitled to demand a contractual penalty of 0.5% for each week of delay in delivery, up to a maximum of 5% of the net price of the outstanding goods. The contractual penalty shall not apply if the supplier is not responsible for the delay. The contractual penalty shall be offset against the damage caused by the delay to be compensated by the supplier. Otherwise, BOS's claims for damages remain unaffected.
- 3.7. In the event of a delay in delivery, BOS shall be entitled to further legal claims. In particular, BOS shall be entitled, after the fruitless expiry of a reasonable grace period, to demand compensation instead of performance and to withdraw from the contract.

4. Prices, payment

- 4.1. Unless otherwise agreed, prices are quoted as "Delivery Duty Paid" ("DDP") in accordance with Incoterms 2020 at the registered office of BOS in Ulm.
- 4.2. Unless otherwise stated, prices are gross prices, i.e. including statutory value added tax. The agreed price includes all services and ancillary services (packaging, etc.) provided by the supplier.
- 4.3. The agreed price is due for payment within 60 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice, unless the parties agree otherwise. The date of transfer of risk is decisive for the date of complete performance.
- 4.4. BOS shall not owe any interest on arrears. The statutory provisions shall apply to late payments.
- 4.5. Payments made by BOS do not constitute recognition of the supplier's performance as being in accordance with the contract.

5. Offsetting, right of retention

- 5.1. BOS is entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent permitted by law.
- 5.2. The supplier shall only have a right of set off or retention in respect of legally established or undisputed counterclaims.

6. Subcontractors

- 6.1. The use of subcontractors by the supplier requires the prior written consent of BOS. The use of subcontractors for the transport of goods is excluded.
- 6.2. The supplier shall ensure the qualification of any vicarious agents and other third parties used.

7. Audit

- 7.1. BOS is entitled, after prior notification during normal business hours and at its own expense, to check the fulfillment of the contractual obligations by the supplier on site at the supplier's premises. This includes, in particular, checking the manufacturing and delivery process of the goods owed.
- 7.2. As part of this review, BOS is entitled to inspect the necessary documents and systems to ensure that the agreed specifications and quality standards are being met.
- 7.3. When exercising this right of inspection, BOS is obliged to take the operational interests of the supplier into account.

8. Quality management

The supplier is obliged to maintain an effective quality management system that meets the requirements of the ISO 9001 standard in particular.

9. Liability for defects/warranty

- 9.1. The statutory provisions apply to BOS's rights in the event of material defects and defects of title in the goods and other breaches of duty by the supplier, unless the following additions and clarifications grant BOS further rights.
- 9.2. BOS is entitled to the rights arising from supplier recourse, in particular under Sections 445a, 445b, 478 of the German Civil Code (BGB), to the extent permitted by law. BOS shall also be entitled to claims arising from supplier recourse if the defective goods have been connected to another object or further processed in any other way by BOS, BOS's customers, or a third party, e.g., through installation, attachment, or assembly.
- 9.3. BOS is not obliged to inspect the goods or make special inquiries about any defects upon conclusion of the contract. In deviation from Section 442 (1) sentence 2 BGB, BOS is therefore entitled to warranty rights without restriction even if the defect remained unknown to BOS at the time of conclusion of the contract as a result of gross negligence.
- 9.4. The statutory provisions (§§ 377, 381 HGB) apply to the commercial obligation to inspect and give notice of defects, with the following proviso: BOS's obligation to inspect is limited to defects that are apparent during the incoming goods inspection upon external examination, including the delivery documents, or that are detectable during a quality control check using random sampling. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The obligation to give notice of defects discovered later remains unaffected. Notwithstanding the obligation to inspect, BOS's notification shall in any case be deemed to have been made immediately and in good time if it is sent within five working days of discovery or, in the case of obvious defects, of delivery.
- 9.5. In the event of defects, the supplier is obliged to submit an 8D report in accordance with the standard of the Quality Management Center of the German Association of the Automotive Industry (Verband der Automobilindustrie e. V.). The points D1 to D3 inclusive must be submitted and implemented within two working days.
- 9.6. BOS is entitled to remedy defects in the goods itself and at the supplier's expense if there are defects that endanger operational safety and therefore need to be remedied without delay. Further warranty rights of BOS remain unaffected.
- 9.7. Notwithstanding § 438 (1) No. 3 BGB, the general limitation period is 36 months from the transfer of risk. If acceptance has been agreed, the warranty period shall not commence before acceptance has been granted. For replaced or repaired parts, it shall commence anew with regard to the part concerned. For repaired and subsequently delivered goods, the limitation period shall recommence at the time of subsequent performance.
- 9.8. BOS is entitled to take action itself if operational safety is at risk. The costs of taking action itself shall be borne by the supplier.

10. Ownership of the goods

- 10.1. The transfer of ownership of the goods to BOS must take place unconditionally and regardless of payment of the price. If, in individual cases, BOS accepts an offer of transfer of ownership from the supplier conditional upon payment of the purchase price, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. BOS remains authorized to resell the goods in the ordinary course of business even before payment of the purchase price, with advance assignment of the resulting claim. This excludes all other forms of retention of title, in particular extended retention of title, transferred retention of title, and retention of title extended to further processing.
- 10.2. The supplier guarantees that it is the owner of all goods delivered to BOS or is entitled to transfer ownership of them to BOS. The supplier further guarantees that the goods are free of encumbrances and, in particular, free of liens.

11. Product liability, insurance

- 11.1. If the supplier is responsible for product damage, it shall indemnify BOS against third-party claims to the extent that the cause lies within its sphere of control and organization and it is itself liable in relation to third parties.
- 11.2. Within the scope of its own liability for damage within the meaning of Section 11.1, the supplier is also obliged to reimburse BOS for any expenses pursuant to Sections 683, 670 BGB or Sections 830, 840, 426 BGB arising from or in connection with a recall campaign lawfully carried out by BOS. BOS shall inform the supplier in advance of the content and scope of such a recall measure, as far as possible and reasonable, and give the supplier the opportunity to comment.
- 11.3. The supplier undertakes to maintain product liability insurance with a coverage amount of at least €10 million per personal injury and property damage for the duration of this contract, i.e., until the respective expiry of the limitation period for defects. Proof of insurance must be provided to BOS upon request. If BOS is entitled to further claims for damages, these shall remain unaffected.

12. Provisions, ownership of results

- 12.1. BOS reserves ownership and all relevant industrial property rights and copyrights to orders placed by BOS, as well as to drawings, illustrations, calculations, descriptions, and other documents made available to the supplier. The supplier may not make them available to third parties or use or reproduce them itself or through third parties without the express consent of BOS. The supplier must return these documents in full at the request of BOS if they are no longer required by the supplier in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the supplier must be destroyed. The only exception to this is storage within the scope of statutory retention obligations.
- 12.2. Tools, models, materials, production equipment, or other items provided to the supplier by BOS or manufactured for contractual purposes and invoiced separately to BOS by the supplier ("items provided") shall remain the property of BOS or shall become the property of BOS. The supplier shall mark them as the property of BOS, store them carefully, insure them to an appropriate extent against damage of any kind, and use them only for the purposes of the contract. The supplier shall immediately notify BOS of any damage to these materials provided that is not insignificant. Upon request, the supplier is obliged to return them to BOS in proper condition if they are no longer required by the supplier for the fulfillment of the contracts concluded with BOS.

- 12.3. Supplies remain the property of BOS, must be stored separately, marked, and properly insured. BOS is entitled to the work results and industrial property rights thereto; BOS receives an exclusive right of use that is unlimited in terms of time, space, and content.
- 12.4. Work results arising in connection with the provision of services and all industrial property rights and copyrights thereto are exclusively vested in BOS. The supplier assigns such rights to BOS upon conclusion of the contract. Insofar as such rights are not transferable, the supplier grants BOS an exclusive, irrevocable right of use to such work results upon conclusion of the contract, which is unlimited in terms of time, space, and content.

13. Legal compliance & sustainability

- 13.1. The supplier shall comply with all relevant legal and regulatory requirements relating to the goods. This includes, in particular, the following requirements in their respective areas of application, in their current versions:
- REACH Regulation (Regulation (EC) No. 1907/2006),
 - RoHS Directive including implementing acts (Directive 2011/65/EU),
 - EU Battery Regulation (Regulation (EU) 2023/1542),
 - EU Conflict Minerals Regulation (Regulation (EU) 2017/821),
 - Uyghur Forced Labor Prevention Act (USA),
 - EU Deforestation Regulation (Regulation (EU) 2023/1115), and
 - CBAM Regulation (Regulation (EU) 2023/956).
- 13.2. The supplier shall provide BOS with evidence of compliance with these requirements upon request by BOS.
- 13.3. The supplier undertakes to comply with statutory data protection requirements during the performance of the contract.

14. Third-party property rights

- 14.1. The supplier guarantees that the delivery of the goods and the intended use of the goods by BOS and BOS's customers do not infringe any third-party property rights.
- 14.2. If claims are made against BOS for infringement of such a property right, the supplier shall be obliged to indemnify BOS against these claims upon first request and to reimburse BOS for all reasonable expenses incurred in connection with the infringement of property rights.

15. Export control

- 15.1. The supplier undertakes to comply with the applicable export control laws, in particular those of the Federal Republic of Germany, the European Union, and the United States of America. The supplier shall ensure compliance with the applicable export control obligations, including obtaining permits and checking for any restrictions on the import, export, or use of goods.
- 15.2. If export control law provisions jeopardize the agreed performance of the contract, the supplier shall notify BOS immediately.

16. Confidentiality

- 16.1. The supplier is obliged to keep the terms and conditions of the order and all information and documents provided to it by BOS for this purpose (with the exception of publicly available information) confidential for a period of three years after termination of the contract and to use them only for the execution of the order.
- 16.2. The supplier is obliged to use all information and documents in accordance with Section 16.1 exclusively for the purpose of executing the contract.

17. Choice of law, place of jurisdiction, place of performance

- 17.1. German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 17.2. If the supplier is a merchant, the exclusive place of jurisdiction shall be Ulm.
- 17.3. Should any provision of these GTC be invalid, the validity of the remaining provisions shall remain unaffected.

Appendices

- (A1) Shipping & Packaging Regulations BOS
- (A2) Supplier Code of Conduct BOS
- (A3) Technical Specifications/Drawings (per project)
- (A4) REACH/RoHS/Conflict Minerals Certificates (per delivery)