# General Terms and Conditions of Purchase

**I. General Provisions**

1. These Terms and Conditions of Purchase apply to all orders and contracts under which HEAD acoustics GmbH ("HEAD") purchases goods or procures services from Suppliers. Goods and services are hereinafter collectively referred to as the "Goods and Services". In addition, the Code of Conduct for Suppliers and Business Partners, attached as an appendix, applies.

2. Any deviating, conflicting, or supplementary terms and conditions of the Supplier are hereby rejected. Such terms and conditions shall not become part of the contract, even if HEAD does not expressly object to them, accepts Goods and Services, or makes payments. They shall apply only if HEAD expressly agrees to their validity.

3. Amendments and additions to the respective contract, as well as ancillary agreements, must be made in writing ("Textform" within the meaning of section 126b German Civil Code (BGB)), unless a more stringent form is required by law. Prior individual agreements remain unaffected.

**II. Offer / Conclusion of Contract**

1. The Supplier must expressly notify HEAD in the offer of any deviations from the request documents.

2. Until the Supplier accepts the order, HEAD is entitled to revoke the order in whole or in part at any time.

3. If the Supplier's acceptance (e.g., order confirmation) deviates from the order, a contract is concluded only if HEAD expressly agrees to the deviation in writing ("Textform" within the meaning of section 126b German Civil Code (BGB)).

**III. Prices, Due Dates, Set-off**

1. Agreed prices are fixed prices. Additional costs, in particular for packaging, shipping, insurance, customs duties, incidental costs, or license fees, are only due if they have been expressly agreed upon.

2. Invoices become due only if they are verifiable and contain the order number specified by HEAD.

3. Payment does not constitute acknowledgment that the performance was in accordance with the contract.

4. The Supplier may assert rights of retention only on the basis of counterclaims arising from the same contractual relationship, provided such counterclaims are undisputed or have been legally established.

**IV. Delivery, Transfer of Risk, Acceptance, Force Majeure**

1. Agreed delivery and performance dates are binding. Deliveries are made DDP (Incoterms 2020) to the destination specified by HEAD, unless otherwise agreed. Partial deliveries and early deliveries require HEAD's prior consent.

2. To the extent that acceptance is required, the risk shall not pass until acceptance has taken place. Use, payment, or receipt of Goods and Services shall not be deemed acceptance unless HEAD expressly declares acceptance.

3. In cases of force majeure, the contractual obligations of both parties are suspended, and the dates and deadlines for fulfilling contractual obligations are postponed accordingly; force majeure also includes labor disputes at the parties' own or third-party facilities, cyberattacks, transportation disruptions, governmental measures, and other circumstances for which neither party is responsible. The other contracting party must be notified of the event of force majeure without delay. After the event of force majeure has lasted for six weeks, either party is entitled to withdraw from the contract, without any obligation to pay compensation in this regard.

**V. Inspection and Notice of Defects**

HEAD shall inspect deliveries, to the extent required by law, within a reasonable period of time for externally visible deviations, transport damage, correct identity, and quantity. Obvious defects are deemed to have been reported in a timely manner if HEAD reports them within ten business days of receipt of the delivery. Hidden defects are deemed to have been reported in a timely manner if HEAD reports them within one month of discovery.

**VI. Rights Arising from Defects and Statute of Limitations**

1. Claims for defects do not become time-barred before the expiration of 24 months from the transfer of risk or, if acceptance is required, from the date of acceptance. Longer statutory periods remain unaffected.

2. In urgent cases, particularly to prevent disproportionate damage or to maintain operations, HEAD may remedy defects itself or have them remedied by third parties at the Supplier's expense if setting a prior deadline is unreasonable.

3. If HEAD faces a claim due to a legal defect arising from the Goods and Services or their use in accordance with the contract, the Supplier shall provide HEAD with reasonable assistance in defending against such claims. To the extent that the Supplier is responsible for the legal defect, the Supplier shall indemnify HEAD against any resulting claims as well as reasonable costs of legal defense and enforcement. Any further statutory rights of HEAD remain unaffected.

**VII. Use of Subcontractors for the Provision of Goods and Services**

The use of key subcontractors requires HEAD's prior consent. The Supplier remains responsible for the Goods and Services provided by subcontractors just as it is for its own Goods and Services.

**VIII. Compliance**

1. For services performed in Germany, the Supplier shall comply with the provisions of the MiLoG, shall require any subcontractors it engages to do the same, and shall provide evidence of such compliance upon request.

2. The Supplier shall comply with applicable export control and sanctions regulations and shall notify HEAD, no later than upon delivery, of all classifications, licensing requirements, and restrictions necessary for export, transfer, re-export, or use.

3. To the extent that spare parts are required for the contractual use of the goods, the Supplier shall ensure their availability for ten years from the date of delivery. If this is not possible, the Supplier shall inform HEAD in a timely manner and offer HEAD a final opportunity to place an order or a compatible replacement.

4. Upon a specific and reasonable request, the Supplier shall assist HEAD in fulfilling requirements that HEAD has undertaken toward customers in connection with human rights or

environmental due diligence obligations, provided that the request relates to the Supplier's Goods and Services or its supply chain. HEAD shall inform the Supplier of the purpose and scope of the request. The Supplier shall provide HEAD with the necessary information and evidence for this purpose, to the extent that such information and evidence are available to the Supplier or can be obtained with reasonable effort. Statutory prohibitions on disclosure, as well as legitimate data protection, trade secret, and confidentiality interests, remain unaffected.

5. If the Supplier becomes aware of factual indications of human rights or environmental risks or breaches of duty in connection with its Goods and Services, it shall inform HEAD immediately and provide HEAD with appropriate support in investigating such matters, as well as in defining and implementing suitable preventive or remedial measures. This includes, if necessary, assistance with complaints and the appropriate involvement of affected upstream Suppliers within the scope of the Supplier's legal and practical influence. The parties shall coordinate the necessary measures and the allocation of costs, taking into account the circumstances of the individual case.

6. To the extent that this is necessary based on concrete evidence or to meet corresponding customer requirements, HEAD may verify compliance with the obligations owed under this section by reviewing appropriate documents or conducting an appropriate audit. Except in cases of particular urgency, Audits must be announced in a timely manner and conducted with due regard for business operations as well as data protection and trade secrets.

7. If the Supplier refuses to cooperate as required under this section despite being given a reasonable deadline, or if there is a serious violation of human rights or environmental obligations in connection with its Goods and Services that cannot be remedied within a reasonable period of time, HEAD may terminate the affected contract for good cause. Setting a deadline is not required if it is obviously futile or if it is unreasonable to expect HEAD to continue to honor the contract.

**IX. Governing Law and Jurisdiction**

1. German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.

2. The exclusive place of jurisdiction is, to the extent permitted by law, Aachen. HEAD is also entitled to sue the Supplier at the Supplier's general place of jurisdiction.