

GENERAL CONDITIONS OF PURCHASE

Version 01.12.2023

These General Conditions of Purchase ("Conditions") shall apply to all deliveries of products ("Products") made to the company indicated on the order confirmation ("the Buyer").

The Conditions shall take precedence over the Supplier's ("Supplier") conditions of sale and delivery to the extent any such exists. This shall apply regardless of whether such conditions are referred to, for instance, in offers and order confirmations. This also applies in the event that the Supplier's conditions of delivery have not been expressly rejected by the Buyer. Receipt of the Products shall not be construed as a tacit acceptance by the Buyer of the Supplier's conditions.

The Conditions are, in their most current version, available on: www.logstor.com/Conditionsofpurchase, just as it will be provided upon request.

Regardless of any references in orders, advice of payment, or other documents as exchanged between the Supplier and the Buyer, the most current version of the Conditions, shall apply to a respective delivery.

1 ORDERS AND ORDER CONFIRMATIONS

- 1.1 All orders placed by the Buyer, shall be confirmed in writing by the Supplier to be binding upon the parties. If, however, the Supplier has not rejected an order within two (2) working days after receipt, the order in question shall automatically be deemed accepted.
- 1.2 In the event of discrepancy between an order from the Buyer and the Supplier's respective order confirmation, the purchase order in question shall take precedence. The fact that the Buyer has not reacted to a discrepancy in the Supplier's order confirmation shall not imply otherwise.

2 DELIVERY

- 2.1 Unless otherwise explicitly agreed, all deliveries shall be made DAP, according to INCOTERMS 2020, to the location as specified in the order, and partial delivery shall not be permitted.
- 2.2 Delivery will be made no later than the date as specified in the order. If no time of delivery is agreed, Supplier must contact the Buyer in order for the parties to agree on a delivery date.
- 2.3 Title to the Products shall pass to the Buyer on delivery to the location specified in the order or as otherwise agreed without prejudice to any right of rejection or other right which may accrue or have accrued to the Buyer under these Conditions or otherwise.
- 2.4 If the Supplier postpones delivery at the Buyer's request, title to the Products shall nevertheless pass to the Buyer on the date when, but for such postponement, the Products would have been delivered.

3 PRICE AND PAYMENT

- 3.1 The price as specified in the order, and the corresponding order confirmation, shall be the full payment which the Buyer is obliged to pay to the Supplier for the Products in question, and shall include all costs connected with production and delivery, including fees, direct or indirect taxes, transport insurance, etc.
- 3.2 For the avoidance of doubt, the Supplier shall not be entitled to adjust the price after an order has been confirmed.
- 3.3 Unless otherwise explicitly agreed, the terms of payment shall be current month + sixty-five (65) days from the Buyer's invoice receipt date. All payments shall be deemed timely paid, when the payment in question is made from the Buyer's bank within said period, however since the Buyer only executes payments once a week, the payment in question will be executed within the week following the expiry of the payment term in question.
- 3.4 If the Buyer fails to pay on the agreed date, the Supplier shall be entitled to interest from the day on which payment was due. The rate of interest shall be the maximum rate allowed under the applicable legislation, or in case no such maximum is established, 1 ½ % per commenced month.
- 3.5 In case of defective deliveries, the Buyer shall be entitled to withhold all payments to the Supplier, regardless the grounds for such payments, until such defect Product(s) have been replaced or repaired.
- 3.6 The Buyer, without waiver or limitation of any rights or remedies of the Buyer, shall be entitled to set off against the price of the confirmed order any amounts due from the Supplier to the Buyer whether under the confirmed order or otherwise.

4 WARRANTIES

- 4.1 The Supplier warrants that the Products are free from defects according to the agreed specifications, hereunder the specifications as referred to in an order or corresponding order confirmation, the state of the art, and the sustainability for purposes contemplated in the order or corresponding order confirmation.
- 4.2 The Supplier warrants that the Products will fulfil the agreed specifications and the sustainability for the purposes contemplated in the order or corresponding order confirmation, for a period of sixty (60) months from the Buyer's final handover to the Buyer's end customer of the aggregated solution in which the Products are incorporated.
- 4.3 Additionally the Supplier represents and warrants to the Buyer that any Products or any use of the Products does not violate any intellectual property rights belonging to third parties, and that the Supplier owns or has the necessary rights, including intellectual property rights, to perform its obligations under these Conditions.
- 4.4 If the Supplier breaches any of the representations and warranties as specified above in clause 4.1-4.3, the Supplier shall keep the Buyer fully indemnified and shall ensure that the Buyer in all matters are put in the same situation as if the confirmed order had been fulfilled in accordance with its content.
- 4.5 Without the prior written consent of the Buyer, the Supplier is not entitled to make any changes to the processes involved in the production of the Products, or to the Products themselves, if such changes affect the Products' specifications, the performance or spare parts handling, or any mechanical or electrical change regardless of the possible effect on compatibility at the Buyer's production line and the Buyer's products.
- 4.6 The Supplier is notified that the Buyer resells and/or incorporates the Products into goods that the Buyer delivers to its customers. The Supplier thus accepts that the Products may not be inspected before the Products are used in the production of the Buyer or when the goods of the Buyer have been delivered to its customer. Upon receipt of the Products at the Buyer's plant, the Buyer only checks the Products or the packages hereof of easily visible damages. In the event that a certificate is issued by the Supplier on the quantity or quality of the Products, the Supplier accepts that the Buyer does not inspect the correctness of such certificate in connection with delivery.

5 DELAYS

- 5.1 In the event that a delivery is delayed, or in the event that the Supplier anticipates that it will be unable to deliver the Products on the agreed date of delivery, the Supplier must immediately inform the Buyer, stating the reason for the delay. Such notification does not relieve the Supplier from its obligation to deliver on time or from remedies of late delivery.
- 5.2 If the Supplier does not deliver the Products on the agreed date, the Buyer shall at its choice, be entitled to terminate the delivery according to the confirmed order, in whole or in part, with immediate effect. If delivery has not been made within eight (8) calendar days from written demand from the Buyer, the breach shall be considered material and the Buyer shall be entitled, but not obliged, to terminate all outstanding orders, already confirmed by the Supplier.
- 5.3 In addition to the Buyer's other remedies for breach of contract, according to law, or according to these Conditions, if a delivery is delayed or defect, the Buyer shall be entitled to receive payment of liquidated damages with effect from the agreed date of delivery and until non-defective delivery is effected, alternatively until the delivery according to the confirmed order is terminated.
- 5.4 The liquidated damages shall be payable at a rate of one (1) per cent of the purchase price for the delayed/defect Products per commenced week of delay. The liquidated damages shall be payable upon written demand made to the Supplier, or the Buyer shall be entitled to set off incurred liquidated damages against the purchase price for the delayed/defect Products in question. The liquidated damages shall maximum be an amount equal to ten (10) per cent of the purchase price for the delayed Products.
- 5.5 The Supplier's obligation to deliver the Products, and the Buyer's right to claim compensation for expenses in connection with the delayed or defect delivery from the Supplier will not be effected in any way whatsoever by payment of liquidated damages according to this clause 5.

6 PRODUCT LIABILITY

- 6.1 The Supplier carries the full product liability for Products delivered to the Buyer, regardless of whether the product liability in question is wholly or only partly attributable to Products delivered by the Supplier.
- 6.2 If the Buyer incur liability towards any third party for any damage as described in the preceding clause 4, the Supplier shall fully indemnify and hold the Buyer harmless.
- 6.3 Following the receipt of all claim documentation issued by the Buyer in relation to a requirement for cost compensation, the Supplier shall revert to the Buyer with a confirmation of cost coverage as fast as reasonably possible, however not later than twenty (20) business days.
- 6.4 The Supplier warrants that it has taken out appropriate insurance covering the liability according to this clause 6. The insurance policy shall also cover component damages. The Supplier shall upon request from the Buyer, forward a copy of the insurance policy to the

Buyer. The Supplier shall inform the Buyer of any damage or event that has been notified to the insurance company under the insurance policy.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 All intellectual property rights, whether registered or not, belonging to either the Supplier or the Buyer prior to any delivery of Products under these Conditions, or developed independently by either of the Parties without reference to the cooperation or the information shared between the Parties, shall be and remain with said Party during and after delivery under these Conditions.
- 7.2 Any discoveries, inventions, improvements, processes, designs, drawings, documentation and other materials ("Items") produced by, for or on behalf of the Supplier solely for the purposes of the Supplier's delivery of Products to the Buyer, shall be the exclusive property of the Buyer. Furthermore, the Supplier shall treat (and shall ensure that all Suppliers employees, agents and subcontractors treat) all such Items as confidential information of the Buyer. Any and all intellectual property rights, including copyright, in all such Items shall be owned exclusively by the Buyer and the Supplier will provide the Buyer with all information, documentation and materials, which the Buyer may reasonably request for the purpose of allowing the Buyer to fully protect and exercise its proprietary rights in those Items.

8 CONFIDENTIALITY

- 8.1 Each Either party shall keep confidential any information received from the other party related to the Products or the commercial relationship between the parties, always provided that the information received is not already provably known to the public.
- 8.2 Confidential information shall for the avoidance of doubt include all drawings, technical documents or other technical information relating to the Products, the production hereof and/or the Buyer, submitted by the Buyer to the Supplier, prior or subsequent to an order. Such information or material shall remain the property of the Buyer and may not, without the written consent of the Buyer, otherwise be used for any other purpose than for which they were provided, including be copied, reproduced, transmitted or communicated to a third party.

9 RULES AND REQUIREMENTS

- 9.1 The Supplier shall assure, and at all times be responsible for, the Products compliance with applicable legislation, including all European orders, regulations and directives, issued by the legislative assembly of the European Union, hereunder but not limited to, REGULATION (EU) 2017/821 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 17 May 2021 concerning conflict materials, as well as any national requirements imposed by the national implementation of said directives.
- 9.2 The Supplier shall comply with all applicable environmental legislation, and is furthermore expected to committing to optimization of energy-efficiency, mitigation of greenhouse gas emissions, continuous improvement of environmental performance, the use of alternative renewable resources and embedding circular economic principles into the operations as well as every link of the supply chain.
- 9.3 Upon request from the Buyer, the Supplier is obliged to provide the Buyer with documentation regarding its compliance with clause 9.1-9.2, hereunder but not limited to, reports which demonstrate the origin of tin, tantalum, tungsten and gold.
- 9.4 The Supplier agrees to comply with the Kingspan Group Code of Conduct, in its most current version, as available on: <https://www.kingspan.com/group/commitments/people-and-community/our-code-of-conduct>.
- 9.5 The Supplier acknowledges that the Buyer operates an ethical purchasing policy (the "Ethical Purchasing Policy"), covering areas such as labour, safety and the environment. Furthermore, the Supplier acknowledges that the [Kingspan Group Supplier Policy](#) shall apply to all deliveries of Products made to the Buyer.
- 9.6 The Buyer expects the Supplier to maintain a consistently high standard of integrity in all their business relationships with the Buyer and to foster the highest possible standards of professional competence in all their activities. To this end, in supplying Products and/or services to the Buyer, the Supplier agrees that it shall not take any action, which violates the Ethical Purchasing Policy, Kingspan Group Supplier Policy or Kingspan Group Code of Conduct. Further, no Buyer employee or officer is authorised to propose to the Supplier or approve conduct inconsistent with the Ethical Purchasing Policy, Kingspan Group Supplier Policy or Kingspan Group Code of Conduct.
- 9.7 The Buyer shall have the right to terminate its business relationship and any associated agreements with the Supplier if the Supplier is (or the Buyer reasonably believes that the Supplier is) in material breach of the Ethical Purchasing Policy, Kingspan Group Supplier Policy or Kingspan Group Code of Conduct and the Supplier fails to remedy such breach, after written notification by the Buyer of such breach, within the cure period specified by the Buyer for such remedy. In determining the length of the cure period the Buyer shall act reasonably, having regard to the severity and nature of the breach.

- 9.8 Additionally, the Supplier agrees to comply with any other policy as reasonably set forth by the Buyer, hereunder the Buyer's "Anti Bribery & Corruption Policy", "Group Competition Compliance Policy" and "Global Sanctions Compliance Policy". The Buyer will ensure to inform the Supplier about any such additional policies, which will apply thirty (30) calendar days after such notification.

- 9.9 The Buyer will monitor the operations of the Supplier, to the extent permissible under applicable legislation, to assess and ensure its compliance with the Kingspan Code of Conduct. Our monitoring program consists of on-site inspections (or audits) and periodic self-evaluations by the Supplier of the Supplier's premises and those of the Supplier's subcontractors.

The Supplier shall at any time freely submit to announced and unannounced audits. The Supplier is required to provide physical access to any auditor from the Buyer or assigned by the Buyer. This obligation entails unhindered access to all facilities, records, and where provided by the Supplier, housing, as well as employees for confidential interviews. The frequency and intensity of audits will depend on - and shall be appropriate to - the scale and intensity of the Supplier's operations.

10 TESTING EQUIPMENT, TOOLS, ETC.

- 10.1 Testing equipment and tools which belongs to the Buyer and which the Supplier has received from the Buyer or for which the Buyer has paid fully or partly is the property of the Buyer and shall only be used by the Supplier for the purpose of delivering Products to the Buyer.
- 10.2 The Buyer's testing equipment and tools shall be registered and marked with the Buyer's name. The Supplier shall keep the Buyer's testing equipment and tools in such a manner, preferably clearly separated from the Supplier's other tools and equipment, so that they can be found and identified at any time. The Supplier shall be responsible for maintaining and insuring the equipment and tools. The equipment and tools shall not be used, modified, sold or otherwise be disposed of unless prior agreed with the Buyer in writing.
- 10.3 Upon termination of the co-operation, the Supplier shall return all equipment, tools, documentation and other assets owned by the Buyer that may be in the possession of the Supplier. The Supplier shall not be entitled to exercise a lien.

11 LIMITATION OF LIABILITY

- 11.1 The Buyer shall under no circumstances be liable for the Supplier's indirect damage or loss of any kind, including damages, any daily penalties or contract penalties which the Supplier may have to pay to a third party, nor for the Supplier's operating loss, time loss, lost supplies or similar losses.
- 11.2 LOGSTOR'S AGGREGATED LIABILITY TOWARDS THE SUPPLIER, REGARDLESS THE GROUNDS HEREFOR, SHALL NEVER EXCEED 30 % OF THE INVOICE VALUE OF THE RESPECTIVE PURCHASE ORDER WHICH THE CLAIM REFERS TO.

12 LAW AND VENUE

- 12.1 Any and all disputes between the parties shall, without reference to its conflicts of law principles, be governed by the legislation of the country of the Buyer indicated on the order confirmation of the delivery giving rise to the dispute in question. The parties explicitly agree to exclude the United Nations Convention on Contracts for the International Sale of Goods.
- 12.2 The exclusive place of jurisdiction shall be the place where the Buyer indicated on the order confirmation, has its registered office. However, the Buyer shall also have recourse to the court located in the place where the Supplier has its registered office or domicile.