

Global General Terms and Conditions for Indirect Purchasing of Goods

These Global General Terms and Conditions for Indirect Purchasing of Goods (“GTCs”), are an integral part of the Purchase Order (“Order”) issued to the third party supplier referenced in the Order (“Supplier”) by KION GROUP AG or by any other legal entity that is affiliated with KION GROUP AG in the sense of Sections 15 et seq. Akt German Corporation Act (each and including KION Group AG, a “KION Group Entity” or, for sake of clarity and brevity “we”) and that is issuing an Order for the supply of equipment, parts, materials, and/or any other subject specified in the Order (“Goods”) with regards to procurement of goods, which are not production material (“Indirect Material Sourcing”). Collectively, Supplier and the KION Group Entity are referred to as “Parties” and, individually, as “Party”.

1. Exclusive applicability of these GTC, Acceptance, Modification, Precedence

- 1.1 These General Terms and Conditions (GTC) apply to all business relationships with our Suppliers. They particularly apply to contracts for the purchase of movable goods, regardless of whether the Supplier manufactures them or procures them from subcontractors or suppliers. However, they apply only if the Supplier is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law.
- 1.2 Our GTC apply exclusively. Any conflicting, deviating, or supplementary terms and conditions of the Supplier are hereby expressly rejected and shall not become part of the contract unless we explicitly and in writing agree to their applicability.
- 1.3 Our GTC, in the version current at the time of our Order, shall also apply as a framework agreement (Section 305 (3) BGB) for future contracts within the meaning of Section 1.1 with the same Supplier, without the need for us to reference them again.
- 1.4 An Order is only binding if the Order is issued by us in written form to Supplier. Orders are valid without signature and when they are issued through an electronic ordering system. Verbal agreements, including subsequent amendments and additions to these GTCs must be confirmed in writing by us (the respective KION Group Entity) in order to be valid.
- 1.5 The Supplier must notify us of any obvious errors (e.g., typographical or calculation errors) or incompleteness in our Order, including all associated documents, immediately, to allow for correction or completion by us.

1.6 Any changes, modifications, or additions to the Order are binding and enforceable only if made in writing and signed by both Parties.

1.7 Modifications to the Order, design, manufacturing process, locations, packaging, marking or any related conditions are binding only if approved in writing by our authorized Procurement representative(s). Correspondence must be addressed to the designated Procurement representative.

1.8 We may request changes in quantities, destinations, specifications, drawings, manufacture, design or delivery schedules. If these changes affect costs or delivery time, we may adjust the price or performance time accordingly. Requests for price or term adjustments by the Supplier must be made to us within 30 days of the change.

1.9 In the event of any discrepancies and/or inconsistencies between these GTCs and the terms and conditions set out in an Order, the terms and conditions set out in the Order shall apply.

2. Prices, Invoicing, Payment, Offset

2.1 Payment is due only after receiving a properly submitted invoice and any necessary acceptances. We will pay according to Order terms minus any amounts owed by Supplier. Supplier agrees that we may offset such amounts.

2.2 Additional compensation, in particular due to price fluctuations, price increases or additional services, is only owed if this has been negotiated and mutually agreed by the Parties in advance in writing. Unless express consent has been given, the prices stated in the offer are binding. General references to price fluctuations do not entitle the Supplier to adjust or claim additional compensation.

2.3 If not specified in the Order, undisputed invoices will be paid no later receipt of a valid invoice.

2.4 Supplier shall submit invoices according to the Order's payment terms and instructions or as otherwise agreed in writing with us. If work results, tests, logs, or other documents are required, completion is subject to our written acceptance. Invoices must reference the order number, position number, and item numbers provided. Payment is due only upon receipt of complete information.

2.5 Payment does not constitute acceptance of Goods or waiver of our rights and remedies under law.

3. **Delivery, Shipping, Packaging**

- 3.1 Unless otherwise agreed, deliveries are made DDP as per Incoterms 2020, including packaging as set out in the Order. Suppliers' prices are quoted DDP as per Incoterms 2020, including packaging.
- 3.2 Supplier shall deliver the Goods on the date(s) specified in the Order or as otherwise agreed in writing. Unless otherwise agreed in writing, the delivery time for ordered Goods is binding.
- 3.3 Supplier shall immediately notify the respective KION Group Entity in writing of any actual or potential delays in delivery, of all information concerning the nature and cause of delay, and of all Supplier's measures being taken to reduce the delay. Supplier's measures shall include, but shall not be limited to, best efforts to mitigate any potential or actual delays at Supplier's own cost. No such notification by Supplier shall affect Supplier's duty to deliver the Goods by the required delivery date(s). Supplier shall be responsible for all costs or expenses incurred by the respective KION Group Entity as a result of Supplier's delay.
- 3.4 Supplier shall ensure that products are suitably prepared for shipment and must be packed, labelled, marked, and shipped and unloaded (as applicable) in accordance with the Order, with all applicable packaging standards of the KION Group Entity and, as appropriate, the carrier, transporting such Goods, applicable laws, classifications and tariffs.
- 3.5 The Supplier will reimburse the respective KION Group Entity for all expenses incurred by it because of any improper packaging, marking, routing, or shipping of the Goods.

4. **Title, Risk of Loss**

- 4.1 Unless otherwise stated in the Order, title to the Goods shall pass to the respective KION Group Entity at the time of delivery.
- 4.2 Regardless of passage of title and unless otherwise specified in the Order, all risk of loss or damage to the Goods shall pass to the respective KION Group Entity either at the time of delivery or upon final acceptance, whatever is later. In case of acceptance, Supplier shall bear all risk for any rejected Goods after notice of rejection.

5. **Damage, Warranty, Liability**

- 5.1 The warranty period is 24 months as of delivery of the Goods. Furthermore, the liability of Supplier and KION Group Entity shall be governed by the statutory

provisions. Acceptance of Goods shall not constitute a waiver of liability or warranty.

- 5.2 Supplier represents and warrants that Supplier shall, at Supplier's own cost and expense, obtain, maintain, and comply with any necessary export/import controls, licenses, permits, or consents (including Goods permits or authorizations) for the supply and delivery of the Goods to the respective KION Group Entity.

6. **Term, Termination**

- 6.1 A KION Group Entity may terminate the Order, in whole or in part, if the Supplier fails to cure a Default within the specified timeline provided by us, becomes insolvent, or undergoes insolvency proceedings. "Default" means (a) failure to deliver Goods as specified, (b) non-compliance with any Order provision, (c) failure to provide required quantity/quality of Goods, or (d) breach of any essential obligation.
- 6.2 The respective KION Group Entity will notify the Supplier in writing of the Default and specify a curing period. If the Supplier fails to cure within this period, termination will be effective immediately after the curing period ends. The respective KION Group Entity is only liable for previously accepted Goods; payment will be offset against any incurred damages. The Supplier must refund any advance payments and is not entitled to further payments until replacement costs are determined.
- 6.3 In case of termination for cause, the Supplier shall be credited with reasonable value not exceeding actual direct costs and is liable for all damages resulting from the Default, including all costs incurred by the respective KION Group Entity.
- 6.4 Termination for cause does not relieve the Supplier of obligations that survive completion, including warranty obligations and duties to indemnify and insure risks.

7. **Force Majeure**

- 7.1 Neither Party will be liable for any delay or failure in performance due to Force Majeure events, which include natural disasters, industrial actions, insurrection, acts of terrorism, fire, epidemic or pandemic, government shutdown or quarantine order, flood, explosion, war, strike, embargo, government requirement, civil or military authority, civil unrest, Act of God, act or omission of carriers, or other causes beyond its control and occurring without the fault or negligence of the delayed or non-performing Party.
- 7.2 The affected Party must notify the other within five (5) business days of becoming aware of the event and

make efforts to mitigate its impact. The Party claiming Force Majeure is entitled to an extension for fulfilling its obligations.

7.3 If the Force Majeure persists beyond six (6) months, either Party may terminate the Order with written notice.

8. Confidentiality

8.1 All technical and other information provided by KION Group Entity to Supplier is "Confidential Information" and shall be used only for the performance of the Order. It must be kept strictly confidential.

8.2 Confidential Information shall not be disclosed to third parties without prior written consent from KION Group Entity, except as necessary for subcontractors who must also keep it confidential. Supplier shall protect this information with at least the same diligence as its own confidential information.

8.3 These obligations do not apply if the information: (a) was already in Supplier's lawful possession before disclosure; (b) is public knowledge through no fault of Supplier; or (c) is required to be disclosed by law.

8.4 The Order grants no rights or licenses to Supplier regarding KION Group Entity's information, technology, or trademarks. Use in publicity requires prior written approval.

8.5 All confidentiality obligations survive termination of individual Orders.

8.6 Supplier agrees that a breach of these confidentiality obligations will cause irreparable harm to the KION Group Entity. Consequently, the KION Group Entity may seek injunctive relief and Supplier will be liable for any damages and losses caused to the KION Group Entity, in addition to any civil or criminal liabilities it may be subject to pursuant to applicable law, in case of breach of Supplier's confidentiality obligations.

9. IP-Rights, Indemnification, Licenses

9.1 Supplier warrants that the products supplied by him do not infringe any intellectual property rights of third parties in countries of the European Union (EU) and the European Economic Area (EEA), Switzerland, the United States, Canada or other countries in which he manufactures the products or has them manufactured.

9.2 Supplier shall be obligated to indemnify us against all claims that third parties may bring against us for infringement of the property rights referred to in Section 9.1 and to reimburse us for all necessary

expenses incurred in connection with such claims (including reasonable costs of legal defense). Supplier shall be obligated to indemnify us at our first request. The claims according to sentence 1 of this section will not arise if the Supplier proves that he is neither responsible for the infringement of the property right nor should have been aware of it at the time of delivery, even if he had exercised the due care of a prudent businessman.

9.3 The KION Group Entity will promptly notify Supplier of any claim for infringement and cooperate, at Supplier's request and expense, in the defense thereof.

9.4 Unless otherwise agreed, all tangible and intangible results ("Work Results") created during the execution of the contract shall be transferred to the respective KION Group Entity without any further conditions and without any additional remuneration. In case such transfer is legally not possible, the Supplier will grant the respective KION Group Entity a right of use to the Work Results that is exclusive, unlimited in terms of time and content, assignable, sublicensable, worldwide, irrevocable and free of charge.

9.5 Unless otherwise agreed and to the extent required by the respective KION Group Entity to be able to use the contractual performance rendered (including a Work Result) commercially, the Supplier hereby grants KION Group Entity a right of use to the property rights or similar legal positions required for this purpose, which right of use is non-exclusive, unlimited in terms of in time and content, assignable, sublicensable to third parties for the purpose of supplying products or providing services to companies.

9.6 If the Goods include the delivery of software, the following applies: In addition to the right of use to the extent permitted by law (Sections 69a et seq. of the German Copyright Act (UrhG)), we have the right to use software that is part of the product, including its documentation, with the agreed performance features and to the extent necessary for the use of the products in accordance with the contract. We may also make a backup copy without express agreement.

10. Cyber Security, Data Privacy

10.1 Supplier commits to maintaining recognized standards of cybersecurity throughout the duration of the business relationship (e.g., ISO 2700x, C5/ESCLOUD, or similar). The Supplier shall collect, process, and use personal data within the meaning of the EU General Data Protection Regulation (GDPR) and other relevant data protection provisions only in accordance with the respective, relevant statutory provisions and ensures

that, as far as available, its employees shall maintain data secrecy.

- 10.2 Supplier shall implement and maintain effective business continuity and disaster recovery plans to ensure the uninterrupted provision of goods. These plans must include procedures to address potential cybersecurity incidents and ensure the swift restoration of operations with minimal disruption to our supply chain.
- 10.3 Supplier is responsible for implementing robust technical and organizational measures to prevent unauthorized access, cyberattacks, data breaches, and other security incidents. These measures must include, at a minimum, firewalls, intrusion detection systems, secure data encryption, access controls, and regular security audits. The Supplier shall maintain, at its own cost, over the term of the business relationship, an industry-standard IT security certification, which covers the systems, processes, and locations used for the provision of goods and shall provide sufficient proof to us for its existence upon request.
- 10.4 Insofar and to the extent that Supplier and/or its subcontractors use third-party hardware and/or software (including the respective subcontractors of Supplier and/or its subcontractors) for services and activities, Supplier shall ensure that such hardware and/or software is always properly and professionally maintained.
- 10.5 The Supplier must maintain a state of readiness to respond effectively to cybersecurity incidents. This includes conducting regular risk assessments, training personnel on cybersecurity best practices, and ensuring that all systems and processes are up to date with the latest security patches and updates.
- 10.6 In the event of a cybersecurity incident that affects or could affect our business operations, the Supplier must notify us immediately, at the latest within 24 hours, and cooperate fully in resolving the issue, and provide all necessary information to mitigate risks and damages. The Supplier shall also inform us immediately of any enquiries or investigations by regulatory or investigative authorities at the Supplier or a subcontractor if these themselves or the facts on which they are based could have an impact on the goods to be provided here and their security.
11. **Business Ethics, Compliance, Environmental and social aspects**
- 11.1 Supplier must comply with all applicable laws, including the US Foreign Corrupt Practices Act, the UK Bribery Act of 2010, and the KION Principles of

Supplier Conduct, which can be found here: [https://www.kiongroup.com/KION-Website-Main/About-](https://www.kiongroup.com/KION-Website-Main/About-us/Compliance/Principles_Supplier_Conduct/Principles_of_Supplier_Conduct_EN.pdf)

[us/Compliance/Principles_Supplier_Conduct/Principles_of_Supplier_Conduct_EN.pdf](https://www.kiongroup.com/KION-Website-Main/About-us/Compliance/Principles_Supplier_Conduct/Principles_of_Supplier_Conduct_EN.pdf).

- 11.2 Supplier ensures adherence to the KION Principles of Supplier Conduct, focusing on human, labor, and environmental rights as per local or international standards (such as OECD Guidelines, REACH, EU Battery Regulation 2023/1542 and LkSG), and agrees to provide information on the source and chain of custody of materials as requested and cooperate with compliance efforts (such as Dodd-Frank Act, REACH and RoHs) and implement equivalent efforts in its own supply chain.
- 11.3 Supplier will support KION Group Entity in legal compliance by providing necessary information and data, performing risk analysis and mitigation actions, and implementing a whistleblower system if required.
- 11.4 Supplier agrees that KION Group Entity may conduct required activities (e.g., data acquisition or risk analysis) directly or via a third party and will cooperate to provide necessary information promptly.
- 11.5 If further actions are requested by KION Group Entity for prevention or mitigation purposes, Supplier will take these actions and support training employees or allow on-site audits. In case of non-compliance with legal or ethical standards, parties will discuss solutions; failing which KION Group Entity reserves all contractual and legal rights including termination of orders.
- 11.6 Inasmuch as Supplier has access to personal data (as defined by applicable legislation) in connection with the Order, Supplier shall observe applicable data protection laws and shall enable the KION Group Entity to obtain information and reports about the Supplier's compliance with these requirements at no additional cost. In case Supplier processes data of personal nature for the KION Group Entity as part of the Order, the KION Group Entity may request the Supplier to stipulate a separate written agreement on the processing of data of such personal nature and Supplier shall enter into such separate written agreement within the time required by the KION Group Entity.
- 11.7 Supplier must, as required and necessary for the KION Group entity, provide information about the kind, quantity, manufacturer and/or origin of its products and raw materials are used in the Goods and Supplier agrees to provide the requested information in the required format and time and in a sufficient, correct matter.

- 11.8 Supplier must comply with all relevant environmental, health, and safety laws and promptly remediate any breaches.
- 11.9 Supplier will notify the KION Group Entity if special handling or precautions are needed for Goods.
- 11.10 Supplier will provide necessary customs and trade documentation, and ensure supply chain security, including annual security audits and compliance with AEO requirements (to the extent the Supplier is subjected to such programs or they are available at his place of business).
12. **Insurance**
- 12.1 Supplier must maintain liability insurance with an insurance company based in the European Union with a minimum coverage of EUR 5,000,000.00 per claim for the duration of the contractual relationship, including warranty, guarantee and limitation periods. Supplier must provide us with evidence of this upon request; lower sums insured must be agreed with us in individual cases.
13. **Closing Provisions**
- 13.1 Orders shall be governed by and interpreted in accordance with laws of the country in which the respective KION Group Entity which placed the order is located (hereinafter "Jurisdiction"), irrespective of conflicts of laws rules or the place of performance of the contract. To the extent applicable, the Parties expressly agree to exclude the application of the UN Convention on Contracts for the International Sale of Goods.
- 13.2 All disputes arising out of, or in connection with, the signature, validity, interpretation and performance of the Order and/ or these GTC that the Parties cannot resolve amicably or via a mutually agreed upon dispute resolution process, shall be submitted to the exclusive jurisdiction of the courts of the Jurisdiction. Exclusive place of jurisdiction shall be the place of the KION Group Entity. Mandatory statutory provisions, in particular regarding any exclusive places of jurisdiction, shall remain unaffected.
- 13.3 The place of performance for all deliveries is the destination specified by us (i.e. the delivery address given in our order) or, if no such destination is expressly indicated, the address of our respective ordering location.
- 13.4 Orders and these GTC constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and/or agreements between the Parties, whether written or oral understanding.
- 13.5 If any provision of an Order is declared void or unenforceable, such provision shall be modified to such extent necessary to make the provision effective and enforceable within the intent of the Parties expressed herein, or if such modification is not permissible, such provision shall be deemed severed from the Order, which shall otherwise remain in full force and effect, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 13.6 Orders, and the rights and obligations hereunder, may not be assigned or transferred by either Party without the prior written consent of the other Party, except that the KION Group Entity may assign the Order to an affiliated company or in connection with the merger, consolidation, or sale of all or substantially all of its assets or any analogous intra-group transactions. Except for the prohibition on assignment contained in the preceding sentences, the Order is binding on and inures to the benefit of the heirs, successors, representatives and assigns of the Parties.