

## 1. General

In these General Terms and Conditions (these "GTC") InterApp means InterApp AG, company No 90229 or any subsidiary thereof. InterApp is hereinafter referred to as the "Seller" or the "Supplier". The company, firm, individual or other party from whom an order is received by the Seller is hereinafter referred to as the "Buyer". These GTC are binding upon conclusion of the contract or acceptance of the order. If the deliveries are made under a distribution contract between the Buyer and the Seller, these GTC will apply to any order placed under such a contract. Any terms and conditions set by the Buyer which are inconsistent with those set forth herein will be valid only with the Seller's express written consent.

## 2. Quotations

Quotations that do not include an acceptance period are binding for 30 days, unless otherwise stated in the quotation. Free of charge quotations, including all accompanying enclosures and samples, will remain the property of the Supplier. The content of these documents may not be reproduced or made available to third parties in any way without the Supplier's express approval, failing which the Supplier will be entitled to the reimbursement of the costs incurred. If an order is not placed, the supplier reserves the right to request the return of all plans, sketches, technical documents, samples, catalogues, brochures and similar that have been provided. If no order is placed, the supplier may destroy the quotation documents once the statutory retention period has expired. Quotations can always be modified.

## 3. Cancelling or amending an order

Once the order has been accepted (confirmed) by the Seller, the Buyer can no longer cancel it free of charge. Costs incurred up to the time of the cancellation or modification of the order will be charged to the Buyer, who must also accept any associated postponements of the delivery date.

## 4. Contract and deviating terms and conditions

The contract will become effective once the acceptance of the order has been confirmed in writing by the Seller. Upon acceptance of the order, these GTC will be deemed agreed. The delivery note and invoice are also a confirmation of the order unless they have been issued separately in advance. Telephone orders will only be processed at the Buyer's risk. A minimum order surcharge will be applied to small orders. Once the contract is concluded, any amendments or changes must be made in writing by mutual agreement. Deviations from the plans, details, basic figures and other project and/or contract documents, on which the quotation or project is based, must be notified to the Seller in writing in good time, as otherwise no guarantee can be given for the contractual value figures provided. The Seller may subcontract parts of the order. If the Buyer refers to its own terms and conditions and they differ from these GTC, only the Seller's GTC will apply - even if these GTC do not contradict those of the Buyer.

## 5. Packaging

Unless otherwise agreed, the packaging for the goods will be invoiced separately to the Buyer. The packaging may not be returned to the Seller. Containers for the return of goods and the pallets must be emptied and returned immediately. The Buyer will pay the costs incurred in this respect.

## 6. Pricing

All quoted prices are "Ex Works" and excluding VAT, freight and packaging. Standard packaging and freight costs will be added to the price of the goods. If a special form of packaging is used or if the Buyer chooses a special type of shipping, this will be invoiced based on the costs incurred.

## 7. Storage costs

The Buyer must take delivery of goods that arrive on time and are in a form ready for shipping. In the event of delayed acceptance of the goods, the Buyer will reimburse the Seller in full for the expenses and storage costs incurred.

## 8. Payment terms

8.1 Unless otherwise agreed, the invoice amount must be paid within 30 days net without any deduction. Payment terms deviating from this must be agreed separately. If the payment deadline is exceeded, the statutory interest on arrears will be charged.

8.2 Payment must be made by bank transfer or postal transfer. Cheques, crossed cheques and bills of exchange are not accepted.

8.3 Payments cannot be reduced on grounds for which the Seller is not responsible, such as delays in construction, strikes or force majeure. Deductions for postal charges, freight charges, packaging, transfer or insurance charges are not permitted.

8.4 Payments will always be used to settle the oldest debt items plus accrued interest on arrears. If any invoice amounts are overdue or interest on arrears is being charged, the Seller is not obliged to make any further deliveries. If the Buyer is in arrears with a payment despite a second reminder and a grace period of 10 days, the Seller may request advance payment for all outstanding deliveries from all valid contracts.

8.5 The due date of the contractually agreed consideration cannot be postponed by asserting alleged guarantee, warranty, compensation, product liability or other claims. In particular, the Buyer may not use such claims as grounds for withholding payments or setting off amounts. Claims from other business transactions can only be set off against the Seller's claims after they have been legally confirmed or the Seller has given its acceptance.

8.6 The Seller will usually invoice the Buyer in the national currency. If invoice is in a foreign currency, the Buyer will bear any exchange-rate risk.

## 9. Delivery period

The delivery periods stated are deemed to be the delivery period up to receipt at the Buyer. The Seller may make partial or advance deliveries with simultaneous invoicing. If scheduled deliveries are delayed, the Buyer will not be entitled to lodge a claim against the Seller and/or cancel an order. The Seller cannot be held liable for any delay in delivery, if delay in delivery is due to force majeure event, such as labour disputes or any other event beyond a party's reasonable control, including, but not limited to, fire, mobilisation, riot, lack of means of transport.

## 10. Delivery terms, transfer of risk and shipping

Unless otherwise agreed, deliveries will be made EXW ("Ex Works"). In all other respects, the relevant Incoterm will apply in the version valid on the date the contract was concluded. With deliveries made Incoterm DAP and DDP, the destination is the delivery address, unless otherwise stated. Freight costs will also be charged to the recipient as agreed on the sales invoice.

If goods are shipped according to EXW and FCA, claims for compensation for damaged or lost or mixed-up goods during loading or shipment will be declined if the goods are properly packed. In the event of loss or damage during shipment, the Buyer will be responsible for making a complaint to the carrier. Furthermore, the Seller is obliged to take out insurance only if and insofar as this has been agreed at the expense of the Buyer.

In case of call-off orders, the Seller may, after expiry of the call-off period, request acceptance of and payment for the goods ordered, granting a period of grace of 20 days.

## 11. Right of withdrawal

No delivery will be made to the Buyer unless it is creditworthy. If the Seller becomes aware of negative information regarding the Buyer's creditworthiness after the contract is concluded, it may, at its discretion, either request immediate payment or bank security for the total consideration or withdraw from the contract.

## 12. Warranty

The duration of the warranty period is determined by local statutory provisions. The Buyer must inspect the goods immediately upon receipt. Defects must be notified in writing within ten (10) days of the receipt of the goods, otherwise the purchased goods will be deemed accepted and any warranty claims against the Seller excluded. Within the warranty period, defects which are not recognisable during a customary inspection must be notified in writing immediately after they are discovered, otherwise the purchased goods will be deemed accepted and any warranty claims against the Seller excluded. If the goods are proven to be defective and the Buyer has given notice of the defects as set out above, the Seller has the option of having the defective goods repaired or replaced free of charge. No warranty claims can be lodged for wearing parts. Warranty claims are contingent on the Buyer having fulfilled all of its contractual obligations.

## 13. Retention of title

The Seller retains title to delivered goods until it has received payment in full. The Buyer must carry out all necessary steps to protect the Seller's property rights. The retention of title also extends to products which are created by processing, mixing or combining with goods of the Seller. The Seller acquires co-ownership of these products or equipment in the ratio of the value of its goods to the third-party materials. In such cases, the Buyer will be deemed to be the custodian. The Buyer hereby assigns all claims from the sale of goods under reservation of title to the Seller as security. Upon being requested to do so, the Buyer must disclose the name and address of the Buyer's customer and the existence and amount of such

claims and to notify the customer of the assignment of claims. At the Buyer's request, the Seller is only obliged to release those goods whose value exceeds the claim to be secured by more than 25%. In the event of payment arrears, in particular in the event of insolvency, the Seller will be granted access to the goods subject to retention of title, inspection of the books and information relevant to safeguarding the claims for separation. The Seller may also, even without withdrawing from the contract, take custody of the reserved goods to secure its claims. To guarantee the retention of title, the Buyer must keep records of the stock, processing and sale of the goods.

#### 14. Returns, compensation and product liability

14.1 The Buyer may return delivered goods only with the Seller's express consent and under the conditions specified by the Seller. Products assembled specifically for the Buyer or ordered specifically for an individual order cannot be returned. The products must be thoroughly cleaned and in impeccable condition. Products involving the use of chemicals or with harmful applications must be properly cleaned and provided with a health and safety declaration, otherwise the Seller will not accept their return. The products must be correctly packed, as consequential damage as a result of inadequate packaging will result in a reduction in value or refusal of acceptance. In all cases, the return shipment is made at the Buyer's risk and expense.

14.2 The Seller is only liable for damage caused by gross negligence or wilful misconduct.

14.3 In the case of a delivery to commercial users, the liability to pay compensation for property damage resulting from the Product Liability Act and product liability claims that can be derived from other provisions are excluded.

#### 15. Export restrictions

The Seller's products are protected by patents, designs and trademarks in various jurisdictions. The Buyer must therefore consult with the Seller before delivery can take place within such a jurisdiction.

#### 16. Limitation of liability

16.1 The limitations in this clause 16 shall apply to all contracts between the Seller and the Buyer.

16.2 Nothing in these GTC shall limit or exclude the Seller's liability for:

- (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation; or
- (c) any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

16.3 Subject to clause

16.2 the Seller shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:

- (a) any loss of profit; or
- (b) loss of business, depletion of goodwill and/or similar losses; or
- (c) loss of anticipated savings; or
- (d) loss of goods; or
- (e) loss of contract; or
- (f) loss of use; or
- (g) loss or corruption of data or information; or
- (h) any loss of government grant or similar financial allocation; or
- (i) any loss of trust status or similar; or
- (j) any special loss; or
- (k) any indirect loss; or
- (l) any consequential loss; or
- (m) any pure economic loss, costs, damages, charges or expenses.

16.4 The Seller's maximum aggregate liability in any 12-month contract year to the Buyer in contract, tort or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the contract is limited to the value of all orders made in that 12-month contract year.

#### 17. Place of jurisdiction, applicable law and place of performance

The place of jurisdiction for all disputes arising directly or indirectly from the contract will be the court with local jurisdiction for the Seller's registered office. However, the Seller may also bring legal action before another court having jurisdiction for the Buyer. The contract is governed by the laws of the country where the Seller's office is registered. For deliveries and payments, the place of performance will be the Seller's registered office, even if the handover takes place at another location. The following applies in the case of international contracts (the Buyer's registered office is not in the country of the Seller's registered office): The United Nations

Convention on Contracts for the International Sale of Goods ("Vienna Sales Convention") applies in all cases. If the Vienna Convention on Contracts for the International Sale of Goods does not contain a specific provision on the matter in question, the law of the country in which the Seller's registered office is located will apply. Any dispute or claim arising out of or in connection with this contract, including the validity, invalidity, breach or termination thereof, must be definitively settled by arbitration before one or more arbitrators in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC). The version of the Rules in force at the time of service of the notice of arbitration will apply. The arbitration court in the country of the registered office of the Seller shall be deemed to have local jurisdiction.

Wülfrath, December 2022

## 1. Introduction

InterApp promotes integrity and ethics in all aspects of its activities. The financial, social and environmental requirements of sustainable development are fundamental elements in the strategy of the InterApp Group that implements a "Code of Conduct for Suppliers" (the "Code"). To do so, InterApp has decided to invite its suppliers to take part in this process within their own sphere of action or influence.

This is the purpose of the Code which InterApp asks its suppliers to support. Their level of commitment in this domain is for InterApp one of the deciding factors in selecting suppliers and reviewing them for future business. InterApp will make sure that its suppliers fully understand and comply with the contents of the Code and will take actions deemed necessary to ensure full compliance.

## 2. Corporate Citizenship

### 2.1 Respect Employee Rights

Regarding relations with their own staff, suppliers comply with the legal rules and regulations applicable in the countries where they operate as well as the norms set out by the International Labour Organization concerning workers' rights, especially in the area of social security, working hours and conditions, compensation and exercising freedom of association. In particular, suppliers undertake not to resort in any way, shape or form, either directly or through their own subcontractors or suppliers to forced or mandatory labour or to child labour. Finally, they must ensure that their working practices are free of any form of discrimination.

### 2.2 Respect Occupational Health and Safety

For their own activities, suppliers implement a policy aimed at identifying and preventing risks affecting the health and safety for their staff, customers and the communities surrounding their facilities. They must ensure that their employees fully comply with all applicable health and safety instructions when called out to work on sites.

### 2.3 Respect the Right to Development

Suppliers guarantee their employees a decent standard of living. They participate as much as possible in the development of countries they operate in and with all types of companies with the respect of this Code.

### 2.4 Respect Conflict Minerals Initiative

In 2010, the United States Congress passed the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") regarding, inter alia, the sourcing of conflict minerals as defined in the Act, Section 1502. The act was passed because of concerns that the exploitation and trade with minerals from the Democratic Republic of Congo ("DRC") and neighbouring countries were financing armed groups, and thereby fuelling the conflict in DRC region. The conflict minerals within the scope of the Act were, and still are, columbite-tantalite (used to produce tantalum), cassiterite (used to produce tin), wolframite (used to produce tungsten), gold, or their derivatives. Tantalum, tin, tungsten and gold are also known as "3TG" minerals.

Notwithstanding that the InterApp Group is not subject to the Act, recognizing our responsibility as a global player and wanting to support our customers in terms of their legal obligations, the InterApp Group expects its suppliers to make sure that products supplied to the InterApp Group are DRC Conflict Free ("DRC Conflict Free" is defined to mean products that do not contain minerals that directly or indirectly finance or benefit armed groups in DRC or an adjoining country). In addition, the InterApp Group expects its suppliers to be able to demonstrate, upon the request of the InterApp Group, that any products supplied are DRC Conflict Free.

## 3. Committed to the Environment

Suppliers implement policies on managing and improving their manufacturing processes, which are to limit environmental impact throughout the life cycle of the products they supply.

In particular, they strive in their respective domains to:

- reduce impact on ecosystems and biodiversity,
- optimize consumption of natural resources and energy,
- reduce emissions of greenhouse gasses, pollutants and volatile organic compounds, and
- reduce quantities of waste released and develop recycling and recovery solutions.

Suppliers have full traceability in their production and/or supply chain of all materials originating from all sources. Without limiting Clause 2.4 (Respect Conflict Minerals Initiative), raw materials and components used in the manufacturing are to the broadest extent possible traceable.

## 4. Committed to Legal Compliance

Suppliers carry on their activities in strict compliance with applicable domestic and international legal standards. In particular:

- they prohibit any actions liable to falsify or distort free competition or market access or infringe applicable legal rules concerning competition law,
- they reject any form of active or passive corruption in domestic or international transactions, including extortion and bribery, and
- they do not give or receive bribes to obtain undue or improper advantage and they refrain from offering expensive gifts (gifts can include goods, services, personal discounts, vouchers, favours, loans, trips etc.) and extravagant entertainment to InterApp purchasers or other counterparts in InterApp in an attempt to influence business decisions.

Suppliers agree to sell only products that comply with national, European and International laws and regulations, as required by the country of distribution. Suppliers have to be mindful that their own suppliers allow them to fully adhere to the principles detailed in this Code.

## 5. Ethical Behaviour

Suppliers shall, within their sphere of influence, respect and support the UN Global Compact, including among others the following set of core values and principles in the areas of human rights, labour standards and the environment:

Suppliers shall

- support and respect the protection of internationally proclaimed human rights
- make sure that it is not complicit in human rights abuses
- uphold the freedom of association and the effective recognition of the right to collective bargaining,
- support a precautionary approach to environmental challenges
- undertake initiatives to promote greater environmental responsibility, and
- encourage the development and diffusion of environmentally friendly technologies

InterApp expects its suppliers to adhere to the highest standards of moral and ethical conduct.

Wülfrath, September 2022