

# General Terms and Conditions of Pur- chase

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## Table of Contents

<b>1. General Provisions</b> .....	<b>3</b>
<b>2. Conclusion and Amendment of Contract</b> .....	<b>3</b>
<b>3. Delivery</b> .....	<b>4</b>
<b>4. Force Majeure</b> .....	<b>5</b>
<b>5. Shipping Notification and Invoice</b> .....	<b>6</b>
<b>6. Pricing and Transfer of Risk</b> .....	<b>6</b>
<b>7. Payment Terms</b> .....	<b>6</b>
<b>9. Warranty Claims</b> .....	<b>7</b>
<b>10. Product Liability and Recall</b> .....	<b>9</b>
<b>11. Right of Withdrawal and Termination</b> .....	<b>9</b>
<b>12. Execution of Work</b> .....	<b>10</b>
<b>13. Provision of Materials</b> .....	<b>10</b>
<b>14. Documentation and Confidentiality</b> .....	<b>11</b>
<b>15. Export Control and Customs</b> .....	<b>11</b>
<b>16. Compliance, Social Responsibility, Sustainability and Energy Efficiency</b> .....	<b>12</b>
<b>17. Place of Performance</b> .....	<b>13</b>
<b>21. General Provisions</b> .....	<b>14</b>
<b>22. Change log</b> .....	<b>15</b>

## 1. General Provisions

Evamo's General Terms and Conditions of Purchase apply exclusively. We do not recognize any general terms and conditions of the supplier that conflict with or deviate from our Purchasing Terms unless we have expressly agreed to their applicability in writing. The application of any conflicting or supplementary general terms and conditions of the supplier is hereby expressly rejected – including for future contracts. The acceptance of goods or services (hereinafter referred to as the "Contractual Deliverables" – including partial deliveries and individual components) and any related payment shall not be deemed acceptance of the supplier's terms and conditions, even if Evamo performs in the knowledge of conflicting or supplementary conditions. Any earlier, conflicting, or supplementary agreements with the supplier that are not consistent with these Purchasing Terms shall no longer apply.

## 2. Conclusion and Amendment of Contract

- 2.1.** Orders, contract conclusions, delivery call-offs, as well as any amendments or additions thereto, must be made in text form.
- 2.2.** Oral agreements of any kind – including subsequent amendments or additions to these Purchasing Terms – shall only be valid if confirmed by Evamo in text form.
- 2.3.** Cost estimates are binding and will not be reimbursed unless expressly agreed otherwise.
- 2.4.** Unless a separate framework purchase agreement applies, delivery call-offs shall be deemed binding if the supplier does not object in text form within two (2) working days of receipt. An objection is only permitted if the call-off exceeds the previous non-binding quantity forecast by more than 20% and fulfillment is objectively unreasonable for the supplier, in particular due to force majeure beyond its control. In such cases, the supplier must object within the same period, state the reasons, and propose a binding alternative delivery date, which must be no later than ten (10) working days after the originally re-

quested date. Evamo shall be entitled to revoke delivery call-offs at any time before the objection period expires, without stating any reasons. Further details regarding the process and logistics are set out in the current version of the Logistics Supplier Manual, available at [www.evamo.com/einkauf](http://www.evamo.com/einkauf). The supplier is obligated to stay informed about the applicable version. Amendments shall be deemed accepted unless the supplier objects in writing within fourteen (14) calendar days of notification; in the event of a timely objection, the previously valid version shall remain in effect.

- 2.5.** Unless a separate framework purchase agreement applies, individual purchase orders issued by Evamo or its affiliated companies shall not constitute a binding offer, unless this is expressly stated in the purchase order. Evamo may revoke such individual purchase orders at any time prior to written acceptance by the supplier, without stating any reasons and without any resulting claims on the part of the supplier. A reference to the supplier's offer in the purchase order shall not constitute acceptance thereof, unless Evamo expressly declares full or partial acceptance of the offer. Provisions contained in the supplier's offer shall become part of the contract only to the extent that they are explicitly adopted in the individual purchase order and do not conflict with its other terms.

The supplier shall confirm individual purchase orders in writing within three (3) working days of receipt. Confirmation may be provided in the supplier's own format or by countersigning the purchase order. Any deviations from the purchase order must be clearly identified. An order confirmation containing deviations shall only be deemed an acceptance if Evamo expressly agrees to the deviation in text form.

If neither an order confirmation nor a written, substantiated objection is received within three (3) working days, the individual purchase order shall be deemed accepted without changes. Rejection is only permitted in cases of demonstrable impossibility or force majeure and

must be communicated in writing within the same period, stating the reasons.

- 2.6.** Deliveries may only be made on the basis of binding purchase orders. Delivery schedule call-offs are generally updated on a rolling basis up to twice per week. A binding delivery schedule call-off obligates the supplier to deliver, whereas the non-binding forecast serves solely for capacity planning and does not constitute a purchase obligation for Evamo or its affiliated companies (pursuant to §§ 15 et seq. of the German Stock Corporation Act – AktG). The supplier shall ensure sufficient capacity to fulfill the quantities indicated in purchase orders and/or delivery schedule call-offs, including forecast quantities.
- 2.7.** Unless otherwise agreed contractually, the obligation of Evamo plants or companies to accept deliveries based on delivery schedule call-offs is limited to the following periods:  
 – four (4) weeks of production release (period during which the supplier may produce based on the latest delivery schedule call-off; any production beyond this period is at the supplier's own risk); and  
 – eight (8) weeks of material release (period during which the supplier may plan and procure material; any disposition beyond this period is at the supplier's own risk). These periods refer to the most recently issued delivery schedule call-off. Quantities exceeding these release periods are deemed non-binding forecast quantities. Evamo is not obligated to reimburse any costs incurred in connection therewith.
- 2.8.** Evamo shall be entitled to postpone delivery dates for individual delivery schedule call-offs without compensation, unless otherwise agreed. Evamo may cancel delivery schedule call-offs at any time. Compensation shall only be payable if no corresponding substitute call-offs are made and the cancellation relates to quantities for which binding production and/or material releases have been issued. At Evamo's discretion, compensation shall be limited to:  
 (a) the acceptance and payment of the affected goods, or  
 (b) reimbursement of documented scrapping

costs, in each case limited to finished or semi-finished Contractual Deliverables or material. Scrapping costs shall be calculated based on the purchase prices paid by the supplier. For semi-finished Contractual Deliverables, only prorated costs based on the degree of completion shall be reimbursed. A prerequisite for any compensation is proof that the affected products and/or materials cannot be otherwise used or canceled. The supplier is obligated to take all reasonable measures to mitigate damages in the event of cancellation.

- 2.9.** For works and services, the Supplementary Terms and Conditions of Purchase for Works and Services of Pump Technology Solutions PS GmbH apply (available at the following link: [www.evamo.net/einkauf](http://www.evamo.net/einkauf)).

### 3. Delivery

- 3.1.** The agreed delivery dates shall be binding arrival dates at the respective ordering Evamo plant. Evamo will inform the supplier of the required lead time, which the supplier must take into account in its shipping and loading planning. The supplier shall make the Contractual Deliverables available in good time for collection by the freight forwarder commissioned by the buyer, taking into account the necessary loading and transport times. The supplier remains responsible for any delays resulting from late provision. Unless otherwise agreed, all deliveries shall be made FCA named place of delivery (Incoterms 2020).
- 3.2.** If the supplier is responsible for installation or assembly, it shall bear all associated costs, including travel expenses, per diems, and the provision of tools and equipment.
- 3.3.** The supplier undertakes to keep Evamo's responsible logistics department regularly informed about the status of deliveries and to notify Evamo at an early stage of any risks to on-time delivery. The requirements relating to this duty to inform, as well as further logistics-related provisions, are set out in Evamo's current "Logistics Supplier Manual", available at [www.evamo.com/einkauf](http://www.evamo.com/einkauf). If access to the

document is not possible, the supplier must promptly request it from Evamo.

The "Logistics Supplier Manual", as well as any separately agreed logistics concepts (e.g., consignment stock), shall apply in addition to these Terms. Amendments to the Logistics Supplier Manual shall be deemed accepted unless the supplier objects in writing within fourteen (14) calendar days of notification. In the event of a timely objection, the previous version shall remain in effect.

In the event of any conflict between these Purchasing Terms and the Logistics Supplier Manual, the Purchasing Terms shall prevail.

- 3.4.** If agreed delivery dates are not met, the statutory provisions shall apply. If the supplier becomes aware of circumstances that could jeopardize timely delivery or delivery in the agreed quality – such as issues in production, material procurement, or logistics – it must notify Evamo immediately in writing. The supplier is also obliged to inform the logistics department of the receiving Evamo plant or company, as well as Evamo's purchasing department, without delay if it becomes aware that its production capacity of defect-free Contractual Deliverables is insufficient to meet binding delivery schedule call-offs or non-binding forecasts. This duty to inform also applies if the supplier must take measures to meet demand (e.g., implementation of an additional shift, overtime). Such notification does not release the supplier from its delivery obligations.
- 3.5.** The unconditional acceptance of a delayed delivery or service shall not constitute a waiver of any claims to which Evamo is entitled due to the delay. This applies until full payment of the compensation owed for the affected delivery or service has been made.
- 3.6.** Partial deliveries are not permitted unless Evamo has expressly agreed to them in text form in advance or they are exceptionally reasonable for Evamo.
- 3.7.** Unless proven otherwise, the quantities, weights, and dimensions determined by

Evamo during incoming goods inspection shall be deemed authoritative.

- 3.8.** Unless otherwise stipulated in the Supplementary Terms and Conditions of Purchase for Software, Evamo shall, upon delivery, receive a non-exclusive, perpetual, and worldwide right of use for any software included in the scope of delivery. This right includes, in particular, Evamo's right to reproduce, load, and execute the software.
- 3.9.** The right of use also includes the right to sublicense, lease, or otherwise transfer the software to companies affiliated with Evamo within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG), as well as to subcontractors entrusted with the manufacture of Evamo products and who require the software for that purpose. The software may also be passed on as part of a hardware product to customers, and corresponding usage rights may be granted to the extent necessary for the use of the hardware.
- 3.10.** Evamo shall be entitled to use the provided software, including the associated documentation, with the agreed performance features and to the extent necessary for the contractual use of the delivered product. In addition, Evamo is entitled to create a reasonable number of backup copies.
- 3.11.** The supplier assures Evamo that it will maintain at all times the production and delivery capacities required to supply the agreed annual demand.
- 3.12.** The supplier undertakes to make every reasonable effort, through appropriate organizational and technical measures, to ensure the uninterrupted supply of goods to Evamo even in the event of force majeure (see clause 4).

#### **4. Force Majeure**

Force majeure shall be deemed to exist if unforeseen, unavoidable events beyond the control of the affected party make contractual performance wholly or partially impossible or unreasonable – for example, natural disasters, war, civil unrest, acts of terrorism, pandemics, or official government orders. In particular, price or cost increases, raw material shortages, material bottle-

necks, transport issues, or labor shortages do not constitute force majeure, unless they are directly caused by a recognized force majeure event. The supplier must notify Evamo in writing without delay, and at the latest within three (3) calendar days after the occurrence, specifying the nature, duration, and effects of the event, and must take all reasonable measures to mitigate damage. In the event of delivery delays or (partial) non-performance, Evamo shall be entitled to procure substitute goods elsewhere or to demand that the supplier procure them at the agreed terms and conditions. If the supplier fails to credibly ensure the restoration of its delivery capability within thirty (30) calendar days after the occurrence of the disruption, or if the disruption actually lasts longer, Evamo shall be entitled to withdraw from the contract in whole or in part or to terminate it without notice. In such cases, Evamo shall not be obligated to accept or pay for any raw materials, semi-finished, or finished goods — without prejudice to any further statutory or contractual rights.

## 5. Shipping Notification and Invoice

Invoicing shall be based on the information specified in the respective purchase orders and delivery call-offs issued by Evamo. Invoices must generally be submitted to Evamo electronically, e.g. via EDI or to the respective applicable email address:

- Germany: invoices.de@pump-ts.com
- Poland: invoices.pl@pump-ts.com
- USA: invoices.us@pump-ts.com
- Brazil: invoices.br@pump-ts.com
- China: invoices.cn@pump-ts.com

In exceptional cases, an invoice may be sent in a single copy to the address specified in the relevant purchase order. The invoice must include the invoice number and all details required for proper allocation. It must not be enclosed with the delivery.

## 6. Pricing and Transfer of Risk

Unless otherwise agreed, prices shall be deemed net prices in accordance with FCA (Incoterms® 2020) at the named place of delivery, including packaging, but excluding the applicable statutory VAT. Unless expressly stated otherwise in the purchase order or price agreement, Evamo's delivery address shall be considered the place of delivery.

The risk of accidental loss or accidental deterioration of the goods shall pass to Evamo only upon loading onto the means of transport provided by Evamo or by a carrier commissioned by Evamo at the named place of delivery.

The prices and conditions stated in price agreements or purchase orders shall apply as of the date the goods are received by Evamo. Evamo shall bear the fees and necessary expenses charged by its payment service provider; the supplier shall bear all other fees and expenses as the recipient of payment.

The prices stated in a price agreement or purchase order are fixed prices and represent the total price for the manufacture, packaging, and delivery of the goods. The supplier is not entitled to make any price adjustments or claim additional costs of any kind without the prior express written consent of Evamo.

Unless otherwise agreed in the contract, the prices agreed upon shall continue to apply for a maximum of 6 months after the price agreement expires if no new agreement or contract has been concluded.

Title to the goods shall pass to Evamo only upon full receipt of the goods at the delivery address designated by Evamo, notwithstanding the agreed delivery term "FCA."

## 7. Payment Terms

Unless otherwise contractually agreed, payment shall be made within sixty (60) calendar days from the date of complete delivery of the goods or performance of the service and receipt of a proper, verifiable invoice at the invoicing address designated by Evamo. Payments are made with reservation and shall not constitute acceptance of the delivery or service, nor a waiver of any rights or objections.

The timeliness of payment shall be determined by the date on which the payment is executed by Evamo. Payment periods shall not begin before the complete receipt of goods and receipt of a proper, auditable invoice.

The supplier's invoices must comply with applicable legal and contractual requirements. If the supplier is in default with invoicing or delivery, or delivers defective goods, Evamo shall be entitled to withhold payment until proper performance has been

rendered. Independently thereof, Evamo shall be entitled to settle the purchase price via credit note under an agreed self-billing procedure.

In addition to the statutory rights of set-off, Evamo shall also be entitled to offset claims against the supplier or against companies engaged by the supplier under other existing or future contracts. This shall apply accordingly to companies affiliated with Evamo within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG).

## 8. Quality Requirements and Inspection, Notification and Defects

**8.1.** The supplier undertakes to observe the latest state of the art in the development and manufacture of the Contractual Deliverables and to comply with all quality standards, legal requirements, and other contractual obligations at all times. For production materials, the supplier shall additionally comply with all communicated customer requirements, IMDS requirements, and the Evamo Quality Assurance Agreements. The current versions are available at: <https://www.evamo.com/einkauf>. If access is not possible, the supplier is obliged to request the documents from Evamo without delay. The currently valid version of the Quality Assurance Agreements shall apply unless the supplier objects in writing within fourteen (14) calendar days of receipt of the update notification. In the event of a timely objection, the previous version of the Quality Assurance Agreement shall remain in effect. The supplier shall ensure that it meets all requirements necessary to complete Evamo's and its customers' material approval processes in a timely manner. Unless instructed otherwise, the supplier shall carry out random sample inspections prior to delivery and document the results in an appropriate form. If the supplier delivers production material to Evamo, it shall participate in quality and development programs of Evamo or its customers upon request.

**8.2.** The supplier undertakes to carefully analyze and review the specification of the goods before accepting the purchase order. By accepting the order, the supplier confirms

that the specification is complete, unambiguous, and suitable for manufacturing the goods in accordance with the contract.

**8.3.** Evamo shall be entitled to inspect and audit the manufacturing process of the goods at the supplier's premises, at a reasonable time and to a practicable extent, upon prior notice. The supplier shall ensure that Evamo is granted a corresponding right of inspection and audit also at the premises of the supplier's subcontractors.

**8.4.** As part of its incoming goods inspection, Evamo generally examines the goods only with respect to identity (comparison between delivery documents and packaging labels), quantity of delivered packaging units, transport damage, and other visible defects. Any further inspection by Evamo or Evamo's customers shall not be deemed acceptance of contractual conformity and shall not release the supplier from its liability. Defects identified after the incoming goods inspection — including during the production process or any other use of the goods — shall be reported by Evamo to the supplier without undue delay upon discovery. In this regard, the supplier waives the right to assert late notification of defects in accordance with § 377 of the German Commercial Code (HGB). Payment for the goods shall not be deemed acceptance of contractual conformity.

**8.5.** The approval of a development by Evamo does not release the supplier from its responsibility for the defect-free condition of the goods and for compliance with all relevant legal and contractual requirements. In particular, warranty and product liability claims shall remain unaffected.

## 9. Warranty Claims

**9.1.** The statutory provisions shall apply to material defects and defects of title in the delivered goods or services, unless otherwise stipulated in these Purchasing Terms.

**9.2.** In the event of complaints, the supplier is obligated to promptly carry out all investigations

- necessary to determine the cause and to immediately inform Evamo comprehensively of the identified causes as well as the corrective actions taken and planned. The supplier shall fully cooperate in the root cause analysis and in the search for, development, and implementation of an effective solution — even if responsibility for the complaint is disputed between the parties.
- 9.3.** The choice of the type of subsequent performance (remedy) shall lie with Evamo. The place of performance for the remedy shall be the location of the goods at the time the defect is reported. The supplier may refuse the type of remedy chosen by Evamo only if it would result in disproportionate costs.
- 9.4.** If the supplier does not begin remedying the defect within a reasonable period after being requested to do so by Evamo, Evamo shall be entitled to have the defect remedied by a third party at the supplier's expense. In urgent cases — in particular to avert imminent danger or prevent significant damage — setting a deadline shall not be required.
- 9.5.** The supplier shall indemnify Evamo against all claims asserted by third parties due to the infringement of intellectual property rights (in particular industrial property rights and copyrights) arising from the Contractual Deliverables, unless the supplier proves that it is not responsible for the infringement. Upon request, the supplier shall promptly provide Evamo with all information and documentation necessary to defend against such claims in relation to its performance. The supplier undertakes to take appropriate measures — in particular by conducting research on existing intellectual property rights — to ensure that the Contractual Deliverables are free from third-party rights. Upon request, the supplier shall provide Evamo with corresponding evidence and analyses.
- 9.6.** Claims for indemnification as well as claims for the surrender of information and documents pursuant to clause 9.5 shall be subject to a limitation period of three (3) years. The limitation period shall begin at the end of the calendar year in which the claim arose and Evamo became aware — or should have become aware without gross negligence — of the circumstances giving rise to the claim and the identity of the debtor. Statutory longer limitation periods shall remain unaffected.
- 9.7.** Claims for material defects shall become time-barred after three (3) years, unless the defect was fraudulently concealed. The limitation period shall begin upon actual receipt of the goods at the delivery address designated by Evamo, regardless of the contractually agreed transfer of risk. Statutory exceptions — in particular where the Contractual Deliverables are used for a building in accordance with its customary use and causes its defectiveness — shall remain unaffected. Statutory longer limitation periods shall likewise remain unaffected.
- 9.8.** The limitation period for claims based on defects of title shall correspondingly follow the provisions of clause 9.6. Statutory longer limitation periods shall remain unaffected.
- 9.9.** If the supplier fulfills its obligation of subsequent performance by delivering a replacement, the limitation period for the replaced goods shall recommence upon their delivery. This shall not apply if the supplier has expressly and accurately stated that the replacement delivery is made solely as a gesture of goodwill, to avoid disputes, or in the interest of maintaining the business relationship.
- 9.10.** As part of subsequent performance, the supplier shall bear all costs necessary for this purpose, in particular costs for transport, travel, labor, installation, removal, and materials. If Evamo incurs additional costs or expenses due to a defective delivery in connection with the repair or replacement of the Contractual Deliverables, the supplier shall also bear such costs, to the extent that they could reasonably be incurred by Evamo. This includes, in particular, costs for sorting, incoming goods inspections exceeding the usual scope, examination and analysis of the defect, as well as internal or external special-

ist personnel. This shall not apply if the supplier is not responsible for the defect. Any contributory negligence on the part of Evamo shall be taken into account in accordance with § 254 of the German Civil Code (BGB) when determining the recoverable costs.

- 9.11.** If an automotive manufacturer acting as Evamo's customer applies a reference market procedure or a comparable method commonly used in the automotive industry to determine and settle warranty claims, this procedure shall also apply accordingly to the relationship between the supplier and Evamo — provided that the underlying defect is attributable to the supplier's products.
- 9.12.** The supplier shall be liable for the fault of its subcontractors as if it were its own fault.
- 9.13.** In the event of non-fulfillment of agreed quality characteristics or any other demonstrable deterioration in the quality of the delivered Contractual Deliverables, Evamo shall be entitled to suspend the call-off and acceptance of quantities already firmly ordered, in whole or in part, until the supplier has demonstrably restored the agreed quality level. The supplier shall not be entitled to derive any claims against Evamo from such suspension.
- 9.14.** If the supplier delivers Contractual Deliverables to a company affiliated with Evamo within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG), and this company subsequently supplies the Contractual Deliverables to another Evamo-affiliated company ("Indirect Recipient"), the supplier shall be liable for defects both toward the directly supplied company and the Indirect Recipient in accordance with the provisions of these Purchasing Terms. In such cases, the affected companies of the Evamo Group shall be joint creditors within the meaning of § 428 of the German Civil Code (BGB).

## 10. Product Liability and Recall

- 10.1.** If Evamo is held liable under product liability law, the supplier shall be obligated to indemnify Evamo against such claims to the extent the damage was caused by a defect in the

Contractual Deliverables supplied by the supplier. In cases of fault-based liability, the obligation to indemnify shall apply only if the supplier is at fault. If the cause of the damage lies within the supplier's sphere of responsibility, the supplier shall bear the burden of proof that it is not at fault.

- 10.2.** In the cases referred to in clause 10.1, the supplier shall bear all costs and expenses incurred by Evamo, including the costs of appropriate and reasonable legal action. This obligation shall not apply if the supplier proves that certain costs were clearly unnecessary or disproportionate in the specific case.
- 10.3.** In all other respects, the statutory provisions shall apply.
- 10.4.** Before initiating a recall that is wholly or partly attributable to a defect in the Contractual Deliverables supplied by the supplier, Evamo shall inform the supplier without undue delay, give the supplier the opportunity to participate, and coordinate with the supplier on the efficient execution of the recall. This does not apply if informing or involving the supplier is not possible due to particular urgency. To the extent the recall is attributable to a defect in the supplier's Contractual Deliverables, the supplier shall bear the resulting costs, unless it is not responsible for the defect. Any contributory negligence on the part of Evamo shall be appropriately taken into account when determining the reimbursable costs, in accordance with § 254 of the German Civil Code (BGB).

## 11. Right of Withdrawal and Termination

- 11.1.** Without prejudice to statutory rights of withdrawal, Evamo shall be entitled to withdraw from the contract if a material deterioration in the supplier's financial situation occurs or such deterioration is imminent, and this endangers the fulfillment of the contract. The withdrawal may be declared without setting a deadline and within two (2) weeks of becoming aware of the risk situation.
- 11.2.** Evamo shall also be entitled to withdraw from the contract if the supplier becomes insolvent

(§ 17 German Insolvency Code – InsO), is facing imminent insolvency (§ 18 InsO), or is over-indebted (§ 19 InsO), or if such circumstances become apparent; if the supplier suspends its payments; or if an application is filed for the opening of insolvency proceedings or similar debt settlement proceedings, or such application is rejected for lack of assets. The withdrawal may be declared without setting a deadline and within five (5) working days of becoming aware of the circumstances.

- 11.3.** If a continuing obligation exists between Evamo and the supplier, the provisions of clauses 11.1 and 11.2 shall apply accordingly, with the modification that, instead of the right of withdrawal, Evamo shall have the right to terminate the contract without notice and for cause.
- 11.4.** If the supplier performs only part of its contractual obligations, Evamo shall be entitled to withdraw from the entire contract if Evamo has no interest in the partial performance.
- 11.5.** If Evamo exercises its contractual rights of withdrawal or termination pursuant to clauses 11.1 to 11.4, the supplier shall be obligated to compensate Evamo for any resulting damages, unless the supplier is not responsible for the reasons leading to the withdrawal or termination.
- 11.6.** The provisions set out in this clause 11 shall not limit any statutory rights or claims of Evamo.

## 12. Execution of Work

If the supplier performs work on Evamo's premises in fulfillment of the contract, it shall comply with all applicable laws, official regulations, and Evamo's internal site rules. The supplier is obligated to appoint a responsible contact person who assumes supervisory and monitoring duties for the execution of the work. This responsible person must coordinate with the relevant Evamo coordinator before commencing work, implement appropriate safety measures, and inform Evamo as well as affected third parties of any mutual hazards. The supplier is responsible for instructing and ensuring the safety of its employees and subcontractors, as well as for safeguarding any sources of danger

in relation to third parties. Only professionally qualified personnel and safe work equipment may be used on Evamo's premises. Any accidents occurring on the premises must be reported to Evamo immediately.

## 13. Provision of Materials

Materials, parts, containers, and special packaging provided or supplied free of charge by Evamo ("Supplied Items") shall remain the property of Evamo. If remuneration is owed for the Supplied Items, Evamo shall retain ownership until full payment has been made. Supplied Items may only be used for their intended purpose. Processing or assembly shall be carried out on behalf of Evamo as the manufacturer within the meaning of § 950 of the German Civil Code (BGB). It is agreed that Evamo shall acquire co-ownership in the resulting products in proportion to the value of the Supplied Items relative to the total value of the product. The supplier shall store these products free of charge on behalf of Evamo. Evamo retains co-ownership of the products manufactured using the Supplied Items until all claims arising from the provision of those items have been fulfilled. The supplier shall be entitled to resell the products manufactured using the Supplied Items in the ordinary course of business under retention of title. The supplier hereby assigns to Evamo all claims arising from such resale, including all ancillary rights, in full. Evamo accepts this assignment. The assigned claims shall serve to secure all claims to which Evamo is entitled in connection with the Supplied Items. The supplier shall remain authorized to collect the assigned claims. Evamo shall be entitled to revoke the supplier's right to collect assigned claims as well as any other rights granted to the supplier under this clause 13 if the supplier fails to properly fulfill its contractual obligations toward Evamo, falls into payment default, suspends payments, or if an application is filed for the opening of insolvency proceedings or comparable debt settlement proceedings. Revocation shall also be permitted if a material deterioration in the supplier's financial situation occurs or is imminent, or in the event of insolvency or over-indebtedness. If the realizable value of the securities held by Evamo exceeds the secured claims in total by more than ten percent (10%), Evamo shall release securities in a corresponding amount at the supplier's request, at Evamo's discretion.

## 14. Documentation and Confidentiality

**14.1.** All business and/or technical information made accessible by Evamo — including information relating to provided items, documents, or software, as well as other know-how or expertise — shall be kept confidential vis-à-vis third parties, unless and for as long as such information is demonstrably in the public domain. Within the supplier's organization, such information may only be disclosed to individuals who necessarily require access to fulfill the purpose of the contract and who are themselves bound by confidentiality obligations. This information remains the exclusive property of Evamo. Without Evamo's prior written consent, it may not be reproduced or used for commercial purposes — except as required for deliveries to Evamo. Upon Evamo's request, all such information (including copies or records made) as well as any items provided on loan must be promptly and completely returned or destroyed. Evamo reserves all rights to the information disclosed, in particular copyrights and rights to register and exploit intellectual property (including patents, utility models, semiconductor protection rights, and similar legal positions). Where such information originates from third parties, the reservation of rights shall also apply in favor of such third parties.

**14.2.** Products manufactured based on documents, drawings, models, or other confidential specifications provided by Evamo, or produced using tools belonging to Evamo — including tools that have been replicated — may not be used by the supplier for its own purposes, nor may they be offered or delivered to third parties. This applies accordingly to products manufactured as part of printing orders for Evamo.

## 15. Export Control and Customs

**15.1.** The supplier is obligated to inform Evamo in a timely manner and without being requested of any license requirements or other restrictions regarding the (re-)export of its goods (products, software, technology) in accordance with the applicable export control and customs regulations. This applies both to

the export control regulations at the supplier's place of business and to the regulations in the country of origin of the goods. Such information must be complete and submitted no later than prior to the first delivery via the communication channels specified by Evamo (e.g. business documents or platforms) and via email to [Support.FT-DE@pump-ts.com](mailto:Support.FT-DE@pump-ts.com). For goods subject to license or other export restrictions, the following details must in particular be provided:

- Pump Technology material number
- Description of the goods
- All applicable export list classifications, including the Export Control Classification Number (ECCN) pursuant to the U.S. Commerce Control List
- Country of origin (for trade purposes)
- Customs tariff number (HS Code)

The supplier is obligated to indicate to Evamo the correct ECCN (Export Control Classification Number) for all goods that are subject to U.S. (re-)export control regulations, including classification as "EAR99" where applicable. The supplier is furthermore required to inform Evamo without undue delay of any changes to the export control classifications (including ECCN) applicable to the goods delivered to Evamo, provided such changes are based on technical modifications, legal amendments, or official determinations.

**15.2.** The supplier undertakes to implement all measures appropriate and reasonable for its business model to ensure supply chain security in accordance with the WCO SAFE Framework of Standards. In particular, the supplier shall support Evamo in all necessary measures to maintain or obtain an Authorized Economic Operator (AEO) authorization. Upon request, the supplier shall provide appropriate evidence of its measures, such as AEO or C-TPAT certifications, security or compliance declarations, or comparable documentation. Evamo or a third party appointed by Evamo shall be entitled to verify compliance with the requirements and review the submitted evidence on the supplier's premises.

- 15.3.** The supplier is obliged to inform Evamo of the commercial origin of the goods delivered. This must be stated on the respective commercial invoice; a certificate of origin must be provided if required. The supplier also undertakes to provide information on the preferential origin upon request. For deliveries from countries with free trade or preferential agreements, the supplier must include the required proof of origin. For goods delivered within the European Union, the supplier must, upon request, provide Evamo with a valid long-term supplier's declaration in accordance with the applicable EU implementing regulation within twenty-one (21) calendar days. For initial deliveries, all information regarding the commercial and—if applicable—preferential origin must be submitted to Evamo in writing no later than at the time of the first delivery. Any subsequent changes to this origin information must be reported to Evamo immediately and in writing.
- 15.4.** For cross-border deliveries, the supplier is obliged to provide Evamo with all documents required for a complete and correct import customs declaration. These include, in particular, the commercial invoice, delivery note, and all other customs-relevant information. The commercial invoice must also itemize all costs not included in the price of the goods—such as research and development costs, license fees, tooling costs, or materials supplied by Evamo—separately. In the case of free-of-charge deliveries, a pro forma invoice stating a reasonable market value must be included with the shipment. This invoice must be marked "For Customs Purpose Only."
- 15.5.** The supplier is obliged to support Evamo by all reasonable means in reducing or avoiding payment obligations related to customs duties or customs clearance costs. This includes, in particular, assisting in the utilization of customs preferences, procedural simplifications, or comparable relief measures.
- 15.6.** Unless otherwise agreed in the delivery or offer documents, the cross-border transmission of software, software know-how, technology, or other digital data (e.g., map material) shall take place exclusively in electronic form, such as via email, download link, or comparable

transmission technologies. This provision does not apply to embedded software, i.e., software that is permanently installed on a physical hardware product.

- 15.7.** Notwithstanding any other rights, Evamo is entitled to terminate the relevant contract without notice or to withdraw from it if the supplier repeatedly fails to fulfill its obligations under clauses 15.1 to 15.6. Any liability of Evamo towards the supplier for disadvantages resulting therefrom is excluded.

## **16. Compliance, Social Responsibility, Sustainability and Energy Efficiency**

- 16.1.** The supplier undertakes to comply with the Evamo Supplier Code of Conduct in its current version, available at [www.evamo.com/en/purchasing](http://www.evamo.com/en/purchasing) or upon request from Evamo. The supplier shall also apply the Code of Conduct appropriately to its subcontractors and promote its compliance through suitable measures. Evamo will inform the supplier of any changes to the Code of Conduct in text form. If the supplier does not object within fourteen (14) calendar days of receipt, the updated version shall be deemed accepted. In the event of a timely objection, the previously valid version shall continue to apply.
- 16.2.** The supplier undertakes to respond fully to Evamo's inquiries regarding compliance, social responsibility, and sustainability in the supply chain within a reasonable period and in accordance with the prescribed formal requirements.

In the event of a justified suspicion of a violation of the obligations under clause 16.1, the supplier shall:

- promptly investigate the suspicion,
- inform Evamo of measures taken or planned,
- and, in justified cases, disclose the affected supply chain.

If the suspicion proves to be justified, the supplier must inform Evamo within a reasonable time of the internal measures taken to prevent future violations. If the supplier fails to

meet these obligations, Evamo shall be entitled to terminate the affected contracts with immediate effect or to withdraw from them.

- 16.3.** In the event of serious violations of the law or significant breaches of the obligations set out in clause 16.1 – including the principles of the Evamo Supplier Code of Conduct – Evamo shall be entitled to terminate the affected contracts with the supplier without notice or to withdraw from them.
- 16.4.** The Supplier undertakes to consider economically reasonable measures to reduce energy consumption in the production, performance and delivery of products, services or other deliverables. This includes, in particular, the use of energy-efficient technologies, the avoidance of unnecessary energy losses and a responsible use of resources throughout the supply chain. Upon request, the Supplier shall provide Evamo with appropriate evidence of its efforts to improve energy efficiency, such as implemented management systems (e.g. ISO 50001), documented measures or internal programs.

## 17. Place of Performance

Unless expressly agreed otherwise, the place of performance shall be the location to which the goods are to be delivered or where the service is to be rendered in accordance with the contract.

## 18. Electronic Data Interchange (EDI)

Evamo and the supplier aim to conduct business transactions – in particular delivery call-offs, delivery notifications, delivery and scheduling data, credit notes, and invoices – by electronic means. The Supplier undertakes to actively cooperate in establishing the necessary EDI connection to Evamo's systems. As a minimum, EDI communication shall include delivery and transport data. The commonly used EDI standards in the automotive industry (in particular EDIFACT) shall apply.

## 19. Product Discontinuation

- 19.1.** If the supplier intends to discontinue production of a Contract Product or to modify it in a way that would require re-approval by Evamo or its customers, the Supplier must notify the

respective ordering Evamo entity and the affected plant in writing within the following notice periods prior to the intended end of production or modification:

- for non-customer-specific Contract Products: at least twelve (12) months,
- for customer-specific Contract Products: at least twenty-four (24) months.

This obligation applies to all Contract Products supplied by the Supplier to Evamo within the past thirty-six (36) months. The Supplier shall ensure that Evamo may place orders for residual demand within this period under the agreed conditions. Such orders must be fulfilled by the Supplier. This provision shall apply accordingly upon termination of the contract. The Evamo Terms and Conditions of Purchase shall apply to the delivery of residual demand.

- 19.2.** Alternatively, the Supplier may, with Evamo's prior consent, propose a technically, qualitatively, and economically comparable replacement product, subject to the required approval processes. The Supplier shall bear the costs associated with the approval.
- 19.3.** Product discontinuation is excluded during the term of a binding multi-year agreement as well as for the duration of any agreed post-series delivery obligation.

## 20. Continuing Supply Obligation

- 20.1.** For production material, the Supplier undertakes to ensure the supply of spare parts to Evamo during the series production period and for a period of fifteen (15) years after its end. This obligation remains in force even after the termination of the contractual relationship.
- 20.2.** If the production of a used raw material or purchased part is discontinued, the Supplier shall inform Evamo without undue delay upon becoming aware thereof and shall propose a suitable alternative material or part. Evamo shall then decide at its sole discretion whether to procure a lifetime requirement or to approve the proposed alternative. The Supplier is obligated to implement Evamo's decision accordingly.

- 20.3.** Unless otherwise agreed, the last agreed series price shall apply to spare parts for a period of three (3) years after the end of series production. For the subsequent twelve (12) years, pricing shall be based on the last agreed series price plus any additional costs resulting from the end of series production, provided such costs have been mutually agreed between Evamo and the Supplier.
- 20.4.** For goods not classified as production material, the Supplier shall ensure the supply of spare parts to Evamo for a period of at least fifteen (15) years from the date of first delivery, at market-appropriate prices.
- 20.5.** Upon expiry or termination of the contractual relationship, the Supplier shall support Evamo to a reasonable extent in the transition to an alternative supplier, in particular by providing information, technical data, and approval documentation.

## 21. General Provisions

- 21.1.** Amendments and additions to these Terms and Conditions of Purchase as well as to any other contractual agreements with the Supplier must be made in text form. This also applies to any waiver of the text form requirement. Contracts may also be concluded via an electronic platform (e.g., Newtron).
- 21.2.** Companies affiliated with Evamo within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG) are entitled to assert, in their own name, any rights arising from these Terms and Conditions of Purchase and from individual contracts based thereon against the Supplier. This may be done independently or jointly with Evamo. Evamo remains entitled to assert all claims centrally and to determine the place of jurisdiction or arbitration in accordance with these Terms and Conditions of Purchase.
- 21.3.** These General Terms and Conditions of Purchase are available in both German and English. For contracting parties domiciled in Germany, in a country where German is an official language, or in cases where a superior contractual relationship (including, but not limited to, a framework purchasing agreement or a purchase order forming the basis of a contractual relationship) has been concluded in German, the German version shall prevail. In all other cases, the English version shall apply. In the event of any discrepancies or issues of interpretation, the applicable language version as determined above shall be binding; the other language version is provided for convenience only.
- 21.4.** Should individual provisions of these Terms and Conditions of Purchase be or become wholly or partially invalid, the validity of the remaining provisions shall remain unaffected. The contractual partners undertake to replace the invalid provision with one that comes as close as possible to the economic intent of the invalid provision. The same shall apply in the event of contractual gaps.
- 21.5.** These Terms and Conditions of Purchase and all contracts concluded under their applicability shall be governed exclusively by the substantive laws of the Federal Republic of Germany, excluding the provisions of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 21.6.** If the Supplier is domiciled in a Member State of the European Union or in Switzerland, the place of jurisdiction shall, at Evamo's discretion, be either Berlin or the registered office of the respective ordering Evamo entity.
- In all other cases, disputes shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC), excluding recourse to ordinary courts of law, by one or more arbitrators appointed in accordance with said Rules. Evamo shall have the right, at its reasonable discretion, to determine the place of arbitration as either Berlin, the registered office of the respective Evamo entity, or the Supplier's place of business. The language of the arbitration shall be German or English, at Evamo's discretion. Documents in German may be submitted in their original form; translations shall be provided upon request of the arbitrators or the opposing party.

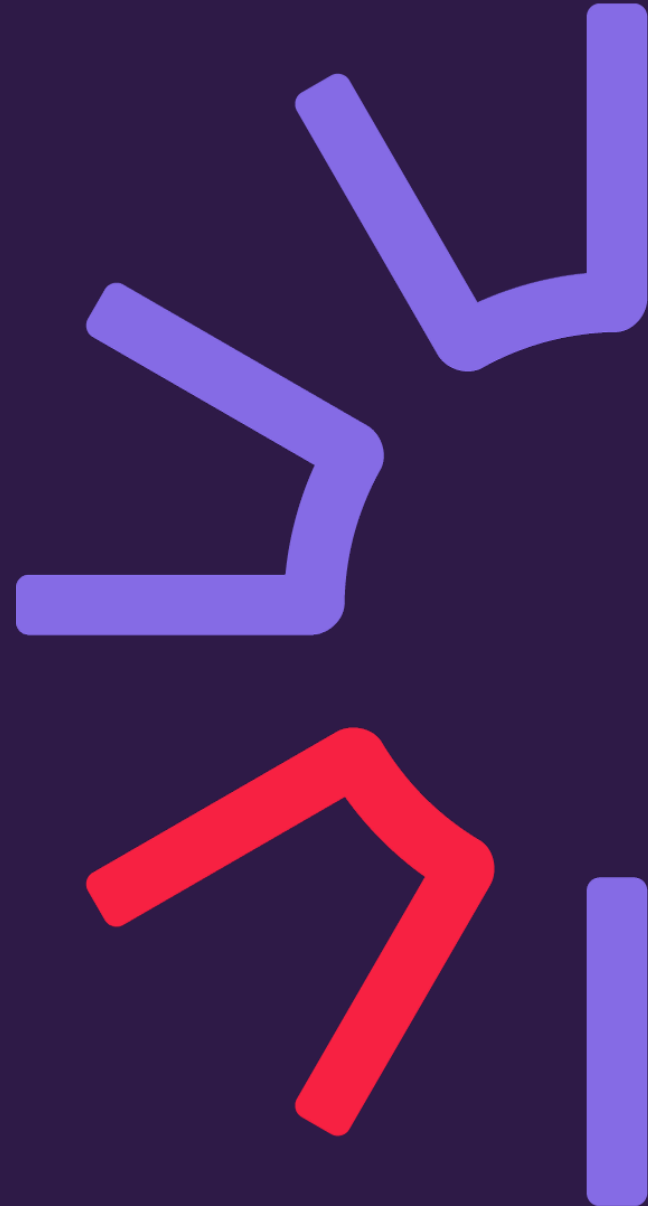
The parties undertake to maintain confidentiality regarding the arbitration proceedings as well as all information obtained in connection therewith.

Unless otherwise decided by the competent court or arbitral tribunal, contractual performance shall continue during the course of the proceedings to the extent reasonably feasible.

- 21.7.** The assignment of rights or the transfer of obligations under a contract with Evamo requires the prior written consent of Evamo. In the event of a corporate acquisition, such consent may only be withheld for justified reasons.

**22. Change log**

Version	Change date	Change
2	20.06.2025	New General Terms and Conditions of Purchase published
3	28.01.2026	16.4 new, change log added



**Pump Technology Solutions PS GmbH**

**Corporate Purchasing**

**13437 Berlin**

**Germany**

**[supplier@pump-ts.com](mailto:supplier@pump-ts.com)**