

General Purchase Conditions of INFICON GmbH (GPC)

§ 1 Scope

1.1 These General Purchase Conditions (GPC) apply exclusively to business transactions with entrepreneurs (B2B). Orders are placed exclusively on the basis of these GPC. Other terms and conditions shall not become part of the contract, even if not expressly objected to. Acceptance of delivery or performance by INFICON without express objection shall in no case constitute acceptance of or consent to any other terms and conditions.

1.2 These GPC shall also apply to all future transactions between the contractual partners without requiring a renewed reference.

1.3 These GPC shall apply mutatis mutandis to the procurement of services, work and work supply services as well as non-production materials. Provisions that by their nature apply only to the delivery of goods (in particular packaging, transport insurance, acceptance of goods and transfer of risk) shall apply to services only insofar as they are reasonably applicable.

§ 2 Orders

2.1 Only orders placed in text form (§ 126b BGB) shall be binding. Orders shall be deemed accepted if the Supplier does not object in text form within 14 days of the order date. Deviations shall only become part of the contract if confirmed by INFICON in text form.

2.2 The documents specified in the order, which are made available to the Supplier upon request, form part of the order. Only upon fulfilment of all conditions set out in the documents shall the delivery be deemed properly executed.

2.3 Information in the order text, drawings and other documents shall be checked for factual accuracy by the Supplier prior to executing the order. Errors identified and/or changes intended by the Supplier shall be communicated to INFICON immediately in text form. Changes carried out without the consent of INFICON in text form and their consequences shall be at the Supplier's expense. The same applies if the Supplier fails to report errors identified.

2.4 The Supplier shall be prepared to carry out subsequent changes to the scope of delivery requested by INFICON.

§ 3 Termination by INFICON

INFICON shall be entitled to terminate the contract at any time. The Supplier shall be reimbursed for the actual partial performance rendered. Further claims by the Supplier, in particular for lost profits, shall be excluded unless the termination was without legitimate cause.

§ 4 Delivery Time

4.1 Delivery dates specified in the order are understood as arrival dates at INFICON and are binding. Premature deliveries and partial deliveries shall only be permissible upon prior agreement with INFICON.

4.2 If the Supplier has reason to believe that a delivery cannot be made in full or in part by the agreed delivery date, the Supplier shall notify INFICON immediately in text form, stating the duration and reasons.

§ 5 Force Majeure

5.1 Force majeure, industrial disputes, unforeseeable operational disruptions, civil unrest, governmental measures, epidemics, pandemics, cyber attacks, natural disasters and other unavoidable events shall release both contractual parties from their performance obligations for the duration of the disruption and to the extent of its effect.

5.2 The affected party shall notify the other party immediately in text form of the occurrence, expected duration and end of the impediment.

5.3 If the impediment persists for more than three months, either party shall be entitled to withdraw from the contract.

§ 6 Transfer of Risk and Delivery Terms

6.1 Risk shall pass to INFICON upon delivery of the goods at the place of destination designated by INFICON (DDP in accordance with Incoterms® 2020, unless otherwise agreed).

6.2 Deviating delivery terms shall be agreed between the parties in text form.

§ 7 Transport Insurance

Transport insurance for the delivery shall be covered by INFICON, unless otherwise agreed. The Supplier shall ensure proper and transport-safe packaging.

§ 8 Acceptance of Goods

8.1 Acceptance of goods shall be subject to verification of quality, condition and quantity. Complaints regarding excess deliveries, short deliveries, defective deliveries or deliveries of incorrect goods may be raised within four weeks of receipt of goods.

8.2 In the case of hidden defects, the period for notification of defects shall commence upon discovery of the defect.

§ 9 Invoicing and Payment

9.1 Invoices shall be sent separately to INFICON. Duplicates shall be marked as such. Invoices shall not be enclosed with deliveries and shall correspond to the designation and sequence of the order. Invoices without reference to the order number shall not be accepted.

9.2 Invoices shall be submitted as electronic invoices in a structured format in accordance with the applicable legal requirements (in particular § 14 UStG in conjunction with the Growth Opportunities Act (Wachstumschancengesetz)), to the extent required by law. Otherwise, invoices shall be submitted in text form.

9.3 Payments shall be made, unless otherwise agreed, within 14 days subject to 3% discount, within 21 days subject to 2% discount, or within 30 days net, in each case after receipt of the invoice and arrival of the goods at INFICON.

9.4 Assignment of the Supplier's claims under this contract to third parties shall require the prior consent of INFICON in text form. Intra-group assignments shall be exempt from this requirement.

§ 10 Prices and Delivery Terms

10.1 The Supplier's prices shall be deemed fixed prices in the currency specified in the order, DDP (Incoterms® 2020), delivered duty paid. Deviating delivery terms shall be agreed between the parties in text form.

10.2 The Supplier shall be liable for transport damage caused by inadequate packaging.

§ 11 Packaging

11.1 Where INFICON provides specifications, shipping shall be carried out in accordance therewith.

11.2 Otherwise, the packaging regulations of INFICON known to the Supplier shall apply.

11.3 Packaging shall, unless provided on loan, be invoiced at verifiable cost price and shown separately in the offer and invoice. Upon request by INFICON, the Supplier shall take back the packaging at its own expense, unless otherwise agreed in individual cases.

11.4 The Supplier shall comply with the requirements of the German Packaging Act (VerpackG) and the EU Packaging and Packaging Waste Regulation (EU) 2025/40 (PPWR) as amended from time to time.

§ 12 Protection of Property Rights

12.1 Documents provided to the Supplier or produced by the Supplier on behalf of or with the approval of INFICON shall remain or become the property of INFICON.

12.2 Materials provided by INFICON shall be stored separately by the Supplier and marked as the property of INFICON. This shall also apply to order-related materials provided. Processing of provided materials and supplies shall be carried out for INFICON. Goods manufactured on the basis of advance payments or materials provided shall be or become the property of INFICON. If the Supplier acquires (co-)ownership through combination or mixing, the Supplier shall assign to INFICON a co-ownership share corresponding to the value of the materials provided at the time ownership arises. Transfer of possession shall be replaced by gratuitous custody of such items by the Supplier. INFICON shall be entitled to satisfy itself at any time of the proper storage and marking of the goods.

12.3 Tools, jigs and moulds manufactured for contractual purposes and separately invoiced by the Supplier shall be the property of

INFICON. They shall be marked by the Supplier as the property of INFICON, stored carefully, protected against damage of any kind and used solely for the purposes of INFICON. Natural signs of wear shall be reported to INFICON in text form in a timely manner. Upon request, the Supplier shall be obliged to return them in proper condition. Where a tool loan agreement is concluded, it shall apply in addition.

§ 13 Warranty and Compliance

13.1 The Supplier warrants that the product to be delivered has been tested and inspected and complies with the recognised rules of technology, all applicable statutory provisions and existing regulations and directives regarding design, occupational health and safety, fire protection and environmental protection, and is of such quality that when used for its intended purpose and with due care, life and health are not endangered.

13.2 The Supplier undertakes to enclose the required EU Declaration of Conformity or EU Manufacturer's Declaration with each delivery.

13.3 The Supplier warrants that the delivery complies with the statutory and regulatory requirements applicable at the time of order fulfilment as well as the applicable environmental, safety and occupational health and safety regulations. In particular, the Supplier shall comply with the following: a) the RoHS Directive (2011/65/EU) and comparable international substance restrictions, in particular China RoHS (GB 26572-2025); b) the WEEE Directive (2012/19/EU); c) the REACH Regulation (EC) No. 1907/2006; the safety data sheets required under REACH shall be provided to INFICON; d) the EU Conflict Minerals Regulation (EU) 2017/821; the Supplier confirms that the raw materials used are free of conflict minerals within the meaning of this Regulation; e) the EU Product Safety Regulation (EU) 2023/988.

13.4 If the Supplier intends to make changes to the delivered products, in particular to materials, composition, manufacturing processes, production sites or design, the Supplier shall notify INFICON immediately and prior to delivery of modified products in text form. Such changes shall require the prior written approval of INFICON. If no timely notification is given or no approval is granted, INFICON shall be entitled to refuse acceptance of the modified products, without prejudice to further claims.

13.5 The warranty shall also extend to deliveries and services of the Supplier's sub-suppliers.

13.6 Unless otherwise agreed, the warranty period shall be 27 months.

13.7 Warranty claims may also be asserted after expiry of the warranty period if the defects could not have been detected earlier due to the nature or type of the delivered goods.

13.8 INFICON shall be entitled to demand remedy of defects or replacement delivery free of charge. Any removal, installation and rework costs shall be borne by the Supplier. Rectification shall take place at the premises of INFICON, unless otherwise agreed.

13.9 Parts to be replaced shall remain at INFICON's disposal until defect-free replacement has been provided and shall only become the property of the Supplier after the defect has been remedied.

13.10 INFICON's rights of withdrawal and price reduction shall remain unaffected. If INFICON suffers damage due to a defective delivery and has no claims of its own in this regard, INFICON shall be entitled to an assignment of corresponding claims.

§ 14 Product Liability

14.1 To the extent the Supplier is responsible for product damage, the Supplier shall indemnify INFICON upon first demand against any third-party claims for damages, insofar as the cause of the damage originated within the Supplier's sphere of control and organisation.

14.2 Within the scope of this obligation, the Supplier shall also reimburse INFICON for all expenses incurred in connection with any recall action carried out by INFICON.

14.3 To cover the aforementioned claims as well as all other claims arising in connection with the product, the Supplier undertakes to take out and maintain a product liability insurance policy with a minimum coverage of EUR 5,000,000 per damage event and to maintain this insurance coverage in full for at least five years after the termination of the business relationship.

§ 15 Product Safety and Accident Prevention

15.1 The Supplier shall be responsible for compliance with the German Product Safety Act (ProdSG), the EU Product Safety Regulation (EU) 2023/988, the applicable accident prevention and safety regulations and the generally recognised rules of safety engineering and occupational medicine.

15.2 If there is reason to believe that a delivery or service does not meet applicable safety requirements or that the delivery or service poses a significant hazard even when used for its intended purpose, INFICON may require individual proof of compliance with product safety regulations. If the Supplier cannot provide such proof or cannot do so within a reasonable period, INFICON shall be entitled to withdraw from the contract.

§ 16 Intellectual Property Rights

16.1 The Supplier warrants that the manufacture, delivery and intended use of the delivered products do not infringe any industrial property rights or other rights of third parties, in particular patent, utility model, trademark or copyright rights.

16.2 If INFICON or its customers are held liable by third parties for such infringement of intellectual property rights, the Supplier shall indemnify INFICON upon first demand against all claims and reimburse all related costs, including the costs of reasonable legal proceedings.

16.3 If INFICON or its customers are prohibited in whole or in part from using the delivered products due to an infringement of intellectual property rights, the Supplier shall, at INFICON's option, at its own expense either obtain a corresponding licence, modify the products so that the infringement is eliminated, or take back the products and refund the purchase price in full.

16.4 Claims of INFICON under this section shall become time-barred ten years after conclusion of the contract.

§ 17 Confidentiality

17.1 The Supplier shall be obliged to keep confidential the terms of the order as well as all information and documents made available for this purpose and the knowledge and experience acquired on the basis of information from INFICON, and to use them solely for the execution of the order. In particular, the Supplier shall not reproduce documents and shall return them promptly and without being asked upon completion of enquiries or execution of orders to INFICON. The same shall apply to electronically stored data, which shall be irrevocably deleted.

17.2 Without the prior consent of INFICON in text form, the Supplier shall not refer to the business relationship in advertising material or exhibit goods manufactured for INFICON.

17.3 The Supplier shall impose corresponding obligations on its sub-suppliers.

17.4 This provision shall apply without limitation in time. However, it shall lapse if and to the extent that the know-how provided by INFICON in illustrations, drawings, calculations and other documents has become generally known.

§ 18 Contractual Penalty for Delay in Delivery

18.1 If the Supplier is in delay with a delivery or service, INFICON shall be entitled to demand a contractual penalty of 0.1% of the net order value of the affected delivery for each working day of delay, but not exceeding 10% of the net order value in total. Proof of a specific damage caused by delay shall not be required.

18.2 The right to assert further statutory claims, in particular for damages and withdrawal, shall remain unaffected.

18.3 Unconditional acceptance of a late delivery shall not constitute a waiver of any claims to which INFICON is entitled arising from the delay. This shall apply until full settlement of the affected delivery.

§ 19 Export Control and Foreign Trade

19.1 The Supplier shall be obliged to comply with all national and international export control, economic sanctions and trade embargo regulations applicable to the contractual relationship.

19.2 In its quotations, order confirmations and invoices, the Supplier shall inform INFICON of any licensing requirements for the export or re-export of the relevant products and shall in particular provide the following information: a) the export list number pursuant to Annex AL to the German Foreign Trade and Payments Ordinance or comparable list positions of relevant export control lists; b) for goods with US nexus, the ECCN (Export Control

Classification Number) pursuant to the US Export Administration Regulations (EAR); c) the trade policy country of origin of the goods including their essential components; d) the statistical commodity number (HS Code).

19.3 Any changes to the above information shall be notified by the Supplier to INFICON immediately and prior to delivery of the affected goods in text form.

19.4 The Supplier shall indemnify INFICON against all damages, fines and other disadvantages incurred by INFICON as a result of a breach by the Supplier of export control or sanctions regulations.

§ 20 Cyber Resilience Act

20.1 To the extent the Supplier delivers products with digital elements within the meaning of Regulation (EU) 2024/2847 (Cyber Resilience Act — CRA), the Supplier warrants that such products comply with all requirements of the CRA applicable at the time of delivery.

20.2 The Supplier shall provide INFICON with an EU Declaration of Conformity pursuant to the CRA no later than upon delivery. Upon request by INFICON, the technical documentation pursuant to Annex VII of the CRA shall be made available.

20.3 The Supplier undertakes to provide security updates for the delivered products free of charge throughout the support period stipulated by the CRA and to inform INFICON immediately in text form of any vulnerabilities that become known.

20.4 INFICON shall be entitled to verify or have verified by third parties the conformity of the delivered products with the requirements of the CRA. The Supplier shall cooperate in this regard.

§ 21 Machinery Regulation

21.1 To the extent the Supplier delivers machinery or partly completed machinery within the meaning of Regulation (EU) 2023/1230 (Machinery Regulation — MR), the Supplier warrants that such products comply with all requirements of the MR applicable at the time of delivery.

21.2 Upon delivery of machinery, the Supplier shall provide INFICON with an EU Declaration of Conformity, and upon delivery of partly completed machinery, an incorporation declaration, each in accordance with the requirements of the MR.

21.3 Upon request by INFICON, the Supplier shall disclose where the declarations of conformity, incorporation declarations and instructions are permanently available in digital form.

21.4 The Supplier shall ensure that delivered products comply with the MR prior to the respective application date, provided INFICON requests this and gives timely notice.

§ 22 Digital Product Passport and Ecodesign

22.1 To the extent a Digital Product Passport (DPP) pursuant to Regulation (EU) 2024/1781 (ESPR) or delegated acts issued thereunder is or becomes mandatory for the delivered products or their components, the Supplier undertakes to provide the DPP to INFICON without request and free of charge.

22.2 The Supplier shall ensure that the DPP is complete, accurate and available over the expected lifetime of the product, including provision via an independent DPP service provider in accordance with Article 10 of Regulation (EU) 2024/1781.

22.3 The Supplier shall inform INFICON immediately in text form as soon as a delegated act or implementing act is adopted that establishes new DPP obligations for the delivered products.

22.4 INFICON shall be entitled to store and archive the DPP data transmitted in its systems.

§ 23 Code of Conduct and Sustainability

23.1 The Supplier acknowledges the Supplier Code of Conduct of INFICON Holding AG in its current version (available at <https://www.inficon.com/de/unternehmen/agb-beschaffungsbedingungen-und-zertifizierungen>).

23.2 The Supplier undertakes to comply with the principles set out therein regarding human rights, environmental protection, working conditions and governance, and to provide information on compliance upon request by INFICON.

§ 24 Place of Performance and Jurisdiction

24.1 The place of performance for all contractual obligations shall be the place of destination designated by INFICON.

24.2 The place of jurisdiction for all disputes arising from this contract shall be Cologne, Germany.

§ 25 General Provisions

25.1 The laws of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

25.2 Should any provision of these conditions or of any further agreements be or become invalid, this shall not affect the validity of the remaining provisions. The contractual partners shall be obliged to replace the invalid provision with a provision that most closely approximates its economic effect.

§ 26 Data Protection

26.1 The processing of personal data within the scope of the business relationship shall be carried out in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and the German Federal Data Protection Act (BDSG). INFICON processes personal data of the Supplier for the purpose of performing and administering the contractual relationship.

26.2 Further information on data processing can be found in the privacy policy of INFICON.

26.3 To the extent that commissioned processing within the meaning of Art. 28 GDPR is required, the parties shall conclude a separate agreement to this effect.

INFICON GmbH