GENERAL PURCHASING TERMS AND CONDITIONS
KYOCERA Fineceramics Europe GmbH (Version July 2026)

1. Scope of Application

1.1. These terms and conditions shall apply for all legal relations between KYOCERA Fineceramics Europe GmbH ("Buyer") and the supplier ("Supplier") and become an integral part of the purchasing contract. Delivery conditions to the contrary of or deviating from these terms and conditions or any other limitations of Supplier shall not be recognised unless the Buyer has, in a particular case, expressly agreed to them in writing.

1.2. Other understandings, amendments or ancillary agreements shall only be valid when Buyer agrees to them in writing.

2. Quotation and Order

2.1. In his quotation, Supplier shall closely adhere to the inquiry and in case of deviations, Supplier shall expressly point these out.

2.2. The quotation has to be provided free of charge and does not establish any obligations for the Buyer. Cost estimations shall only be remunerated upon specific agreement.

2.3. Orders and order changes shall be performed by Buyer in writing or electronically. The contents of oral or telephone discussions shall, in case of doubt, only be binding when confirmed in writing.

2.4. Any order and order change has to be confirmed by Supplier in writing and handled separately within his overall correspondence.

2.5. All documents shall indicate: purchasing department, complete order number, date of order and reference number of Buyer.

3. Delivery time

3.1. The agreed delivery dates and periods are binding, including the dates agreed within delivery schedules. Timely delivery is subject to the receipt of the delivery items at the place of delivery.

3.2. If agreed delivery dates and periods are exceeded, Supplier shall be liable under the provisions of law and Buyer has the right to claim compensation for damages caused by the delay, provided that Supplier cannot prove that the delay was not his fault. The acceptance of delayed delivery does not constitute a waiver of these rights.

3.3. As soon as Supplier has reason for the assumption that he may be fully or partly unable to fulfil his contractual obligations at all or not on time, he has to advise Buyer without delay, providing reasons for this circumstance and the expected duration of the delay. Should Supplier fail to give this notice, he shall be liable for damages, unless he proves that he is not responsible for the fact that such notice was not furnished on time.

4. Warranty and Liability

4.1. Supplier warrants that the delivery item is free from defects, has the agreed or warranted quality, is suitable for the use provided in the contract, and complies with generally recognised rules of technology, the most recent rules and regulations of the authorities, the applicable statutory provisions, the applicable safety-related requirements as well as the occupational health and safety and accident prevention regulations. In case the delivery item is a raw material, the ordered material shall comply with the material and raw material standards and quality regulations of the Federal Republic of Germany, unless otherwise agreed.

4.2. If the delivery item does not fulfil these requirements, Buyer may, in his discretion, claim remedy of the defect or supply of an item free from defects, as well as any other warranty rights under the provisions of law.

4.3. If Supplier has also assumed a guarantee for the quality or durability of the delivery item, Buyer may additionally also assert claims under such guarantee.

4.4. The warranty periods for defects as provided by law shall apply, unless expressly agreed otherwise. Reduction of the warranty period for defects is excluded.

4.5. Supplier's warranty for defects shall also extend to parts manufactured by sub-suppliers.

4.6. A notice of defects shall suspend the statute of limitations by the period between notice and elimination of the defect. If the delivery item is replaced, repaired or newly supplied in whole or in essential parts, then the warranty for defects shall start to run again for the entire item, in case of partial replacement, this shall apply to the replaced parts.

4.7. Buyer has the right to process defective delivery items if this contributes to a mitigation of damages and Buyer has taken a minimum of three samples of the delivery item before processing. These samples will be used as evidence for the condition of the whole delivery. Upon request Buyer will hand over one sample to Supplier. By processing such delivery items Buyer does not waive its rights to claim supplementary performance, reduction or compensation.

4.8. If Supplier has failed to remedy the defect within a reasonable period of time, or if such remedy of defects has failed once, Buyer shall be entitled to have the defect remedied on Supplier's account or to withdraw from the purchasing contract.

4.9. Supplier shall indemnify against and hold Buyer harmless from any claims arising from manufacturer's liability and on the basis of the product liability act – in case of application of the product liability act, only to the extent Supplier or his sub-supplier caused the product defect giving rise to the liability. Otherwise, Supplier is free to prove that he is not responsible for the defect giving rise to such liability.

4.10. Supplier warrants and represents that the delivery items supplied are, as far as necessary, registered with their properties and the use provided for in the contract in accordance with the provisions of the current applicable REACH Regulation.

5. Inspections

5.1. If inspections have been scheduled for the delivery item before delivery, Supplier shall bear the costs of material and his own staff. Buyer shall bear the costs of his own staff for such inspections. Supplier has to give Buyer a binding notice of his readiness for inspection not less than one week in advance and agree an inspection date. If the delivery item is not presented on that date, Buyer's costs of inspection staff will be charged to Supplier.

5.2. On receipt of the delivery items, Buyer has the right to inspect the dimensions, weight and chemical composition of the delivery items.

5.3. If repeated or further inspections are required on account of defects ascertained, Supplier shall bear all costs of material and staff in relation thereto. Supplier shall bear the costs of material and staff for material certificates for the ingoing materials.

6. Insurances

6.1. Unless otherwise agreed, transport insurance will be concluded exclusively by Buyer. The delivery items shall be insured for 110% of the invoice value against all risks, i.e. Institute Cargo Clauses (A). Supplier bears all insurance costs.

6.2. Unless otherwise agreed, Supplier has, at his own expense, to conclude a liability insurance with sufficient minimum cover for damages caused by himself, his staff or his agents through services provided or items delivered; on Buyer's request; he has to provide evidence of this. Supplier's liability is not limited by the conclusion and proof of any liability insurance.

6.3. The conclusion of special erection risks insurance in addition to the liability insurance pursuant to clause 6.2 above shall require a specific agreement between Buyer and Supplier in each individual case.

6.4. Machines, devices etc. provided to Buyer will be insured against usual risks by Buyer. Any further liability of Buyer for the destruction of or damage to the provided machines, devices etc. shall be excluded, except in case of wilful misconduct or gross negligence.

7. Shipping and Packaging

7.1. Supplier shall send a detailed shipping notice for each individual shipment on the day of dispatch, separately from the delivery items and invoice. The delivery has to be accompanied by a delivery slip and shipping list. In case of shipment by boat, the name of the shipping line and of the vessel shall be stated in the shipping documents and the invoice. Supplier shall choose the most favourable and suitable means of transportation for Buyer. All shipping notices, delivery slips, shipping lists, freight documents, invoices, and the exterior packaging etc., shall state in full the order references and details of the place of unloading as prescribed by Buyer.

7.2. The delivery items shall be properly packed according to custom and usage and shall be suitable for transport by land and water. Supplier shall bear all costs for packaging, including the costs for any return transport of packaging materials, loaned receptacles, containers etc..

7.3. As a matter of principle, Supplier shall pack, label and ship hazardous products according to nationally/internationally applicable provisions. In addition to the hazard class, the accompanying documents shall also contain further information as determined by the respective transport regulations.

7.4. Supplier shall ensure that all packaging and packaging materials provided, used or supplied in connection with the delivery, including product packaging, transport packaging, shipping packaging and grouped or secondary packaging, comply with the applicable legal requirements of the European Union and any applicable national

implementing, supplementary and enforcement legislation. This includes, in particular, Regulation (EU) 2025/40 on packaging and packaging waste (Packaging and Packaging Waste Regulation – PPWR), as amended from time to time. Upon Buyer's request, Supplier shall provide, within a reasonable period of time, appropriate documentation, declarations of conformity, technical documentation or other objectively required information, to the extent such documentation or information is legally required or necessary to assess the conformity of the relevant packaging. Supplier shall promptly inform Buyer if it becomes aware of any circumstances that may affect, or give rise to doubts regarding, the conformity of the relevant packaging. Supplier shall take into account any changes to the applicable legal requirements for future deliveries in accordance with the applicable legal provisions. Supplier shall reasonably support Buyer in responding to legitimate requests from authorities, customers or other third parties in connection with packaging compliance.

7.5. Supplier shall be liable for damages and shall bear the costs arising from non-compliance with these regulations, unless he proves that he is not responsible for the event giving rise to liability. In this respect, he is also responsible for compliance of these transport regulations by his sub-suppliers.

7.6. All shipments which cannot be accepted due to non-compliance of these regulations will be stored at Supplier's expense and risk. Buyer is entitled to ascertain the contents and condition of such shipments. It is not permitted to load tools and equipment together with the delivery items.

8. Prices

8.1. In the event that Supplier reduces his prices and improves his conditions during the period between order and delivery, the prices and conditions which are valid on the day of delivery shall apply.

8.2. Unless otherwise agreed, prices for orders from national suppliers and suppliers based in the EU are carriage paid to Buyer's place of delivery, including freight, packaging and insurance etc., plus applicable statutory VAT in the current amount.

8.3. Unless otherwise agreed, prices for orders from suppliers not based in the EU are carriage paid to Buyer's place of delivery, including freight, packaging and insurance etc., excluding statutory VAT and customs duties.

8.4. Supplier bears any supplementary fees, public charges, added costs, taxes, freight etc. and any increases to these amounts which indirectly or directly increase the price of the delivery.

8.5. Commercial terms and conditions shall be interpreted according to the current applicable ICC Incoterms ®.

9. Invoice and Payment

9.1. Wording, order of the text and prices of invoices have to correspond to the respective order. Additions or reductions of deliveries have to be listed separately in the invoice.

9.2. Unless otherwise agreed, the payment term shall be 30 days from receipt of the invoice. Invoices shall not be issued before the delivery items have been received.

9.3. If the delivery is faulty, Buyer is entitled to retain the proportionate part of the payment amount until the contract has been duly fulfilled.

9.4. If some of the required documents are missing (e.g. analysis values, weight lists, bill of lading etc.), Buyer has the right to retain a reasonable payment amount until receipt of the missing documents.

10. Documents and Materials

10.1. Any and all drawings, standards, guidelines, analytical methods, formulations and other documents provided by Buyer to Supplier for the purpose of manufacturing the delivery item, as well as any documents compiled by Supplier on the basis of specific data of Buyer shall remain the property of Buyer and may not be used by Supplier for any other purposes nor reproduced or disclosed to any third parties. Upon request, they have to be handed over to Buyer without delay, including any and all copies and reproductions. Buyer reserves the industrial property rights in any and all documents handed over to Supplier.

10.2. Supplier shall regard the inquiry, the order and any work relating thereto as business secret and keep them accordingly as confidential. He shall be liable for any and all damages caused to Buyer as a result of a breach of one of these obligations, unless he proves that he is not responsible for the event giving rise to such liability.

10.3. Any participation of Buyer by way of technical discussions or explanations shall not release Supplier from any liability for defects and other obligations.

10.4. Documents of any kind required by Buyer for the use, installation, assembly, processing, storage, operation, maintenance, inspection, servicing and repair of the delivery item shall be provided by Supplier in a timely manner and free of charge, without being requested to do so.

10.5. Standards and guidelines specified by Buyer shall apply in their latest relevant version. Supplier shall request Buyer's works standards and guidelines in good time, if they have not already been made available.

10.6. Moulds, models, tools, films etc, which have been produced by Supplier for the purpose of performing the order shall become the property of Buyer upon payment, even if they remain in the possession of Supplier. Upon request, these items shall be handed over to Buyer.

11. Assembly, maintenance, inspection, repair etc.

11.1. If assembly, maintenance, inspection, repair or other activities are carried out in a Buyer plant, the safety and administrative regulations for external companies carrying out orders on the premises of Buyer shall apply. These will be handed over before start of the work; if necessary, they shall be requested from the plant security department.

11.2. Buyer shall not bear any risk for property of Supplier or his staff which was brought into the plant of Buyer.

12. Third Party Rights

12.1. Supplier assures that the delivered delivery items are the sole property of Supplier and not subject to any third party rights.

12.2. Supplier shall be liable for ensuring that patents, licences or other intellectual property rights of third parties are not infringed by the delivery and use of the delivery items, unless Supplier proves that he is not responsible for the event giving rise to such liability. Any licence fees shall be borne by Supplier.

13. Promotional Material

References to the business relationship with Buyer in information and promotional material shall only be permitted with the express and written consent of Supplier.

14. Export Control – Country of Origin of Goods

14.1. In the performance of an order, Supplier is obliged to observe applicable regulations and requirements imposed by law and authorities.

14.2. In particular Supplier shall ensure that no embargo regulations of the UN Security Council, the European Commission or any national legislation will be violated or disregarded by supplying the delivery items. Supplier is solely responsible for the proper export of all delivery items from the country of dispatch and shall in particular obtain all necessary permits and indicate in writing in his quotation the country of origin and the ECCN number of the materials, especially with respect to US Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR).

14.3. The delivery items shall comply with the conditions of origin under the preferential trade agreements of the EU, unless otherwise expressly stipulated in the order confirmation.

15. General Provisions

15.1. These terms and conditions and each purchasing contract concluded hereunder is governed exclusively by substantive German law, excluding its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.2. For any disputes arising out of or in connection with these terms and conditions or any purchasing contract, jurisdiction and venue shall lie with the competent courts of Mannheim (Germany). Buyer shall also be entitled to bring an action against Supplier at its registered seat or at the place of performance.

15.3. Should parts of these terms and conditions or of any further agreements become invalid, the remainder of the contract remains valid. The invalid condition shall be replaced with another provision with equivalent economic effect.

15.4. The place of fulfilment is the place of delivery stated in the order.