

## PURCHASING TERMS AND CONDITIONS

Workaround GmbH (dba ProGlove)

Version: 22 July 2025

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### 1. SCOPE AND ACCEPTANCE

1.1 These Terms and Conditions ("Terms") govern all purchase orders ("Orders") issued by Workaround GmbH, a limited liability company registered in Germany, operating under the commercial name "ProGlove" and its affiliated companies and/or subcontractors (including but not limited to OEMs) (hereinafter "ProGlove"), for the purchase of goods, services, or software ("Deliverables") from the party identified as the supplier in the Order (hereinafter "Supplier").

1.2 The Order shall be deemed accepted and a legally binding contract formed upon the earliest of:

- (a) Supplier's written acceptance;
- (b) commencement of performance; or
- (c) shipment or delivery of Deliverables.

Supplier's acceptance of any non-binding forecast provided by ProGlove shall constitute a binding commitment by Supplier to reserve sufficient capacity to fulfill such forecast. Consequently, Supplier shall be obligated to accept, and may not reject, any subsequent Order from ProGlove, provided the Order's quantities are within one hundred and ten percent (110%) of the volumes in the accepted forecast for the corresponding period and its other terms (including price and specifications) are consistent with these Terms.

1.3 These Terms expressly exclude any additional or conflicting terms proposed by Supplier, including in Supplier's invoices, confirmations, click-through terms, shrink-wrap licenses, or order acknowledgments. Such terms shall be void and without legal effect unless specifically agreed in writing by ProGlove's authorized procurement representative. Any deviation shall require explicit written confirmation referencing the specific clause modified.

1.4 The following order of precedence applies in the event of conflict among contractual documents:

- (a) any signed master or framework agreement between ProGlove and Supplier;
- (b) the face of the Order and its attachments;
- (c) these Terms and Conditions;
- (d) Request for quotes (RFQ)
- (e) specifications or documents incorporated by reference.

1.5 Exclusion of Third-Party Terms.

Any general terms and conditions, standard business terms, or other contractual provisions referenced, attached, or incorporated by Supplier — including those in Supplier's offers, quotations, confirmations, invoices, websites, portals, or delivery documents — are expressly excluded and shall have no legal effect, regardless of whether ProGlove objects to them separately or not.

#### 1.6 Use by Affiliates and Subcontractors

The Supplier agrees that the pricing, terms, and conditions set forth in this Agreement shall apply

equally to any purchases made by ProGlove's affiliates, subcontractors, or OEM partners provided that such purchases from Supplier are for the benefit of or in connection with ProGlove's business operations. The Supplier shall not impose any less favorable terms on such parties than those agreed herein and shall treat any such purchase as if made directly by ProGlove under these Terms.

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## 2. PRICING AND PAYMENT TERMS

2.1 Prices stated in the Order are firm, fixed, and not subject to increase. Unless otherwise agreed, the price includes all handling, packing, insurance, taxes (except VAT), duties, fees, and transportation costs to the delivery point stated in the Order.

2.2 Supplier warrants that the prices offered are not less favorable than those offered to other customers under comparable conditions at the time of Supplier's acceptance of the Order. If Supplier reduces its pricing for comparable Deliverables before completion of performance, it shall offer such pricing to ProGlove retroactively.

2.3 Unless otherwise stated, ProGlove shall pay valid, undisputed invoices **net sixty (60) calendar days** from the later of (i) receipt of invoice or (ii) acceptance of Deliverables. Supplier confirms that this term does not violate any applicable commercial law, including Directive 2011/7/EU.

2.4 All invoices must include ProGlove's Order number, itemized descriptions, quantities, unit prices, and applicable taxes. Failure to provide compliant invoices may delay payment without penalty to ProGlove.

2.5 ProGlove may set off any claim or credit it has against Supplier against any amounts otherwise due under this or any other agreement with Supplier.

2.6 All prices, payments, credits, and financial obligations under the Order shall be stated and settled in Euros (EUR, €) unless otherwise agreed in writing by ProGlove. Supplier shall bear all risks associated with currency conversion, exchange rate fluctuations, and banking charges. Any invoices submitted in currencies other than EUR without ProGlove's prior written approval may be rejected or returned for correction.

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## 3. DELIVERY; TITLE AND RISK OF LOSS

3.1 Time is of the essence. Deliverables shall be delivered strictly in accordance with the schedule, quantities, and specifications stated in the Order. Supplier shall immediately notify ProGlove in writing of any actual or anticipated delay.

3.2 All deliveries shall be made **Delivered Duty Paid (DDP)** to the location specified by ProGlove (Incoterms® 2020). Title and risk of loss transfer to ProGlove upon acceptance of delivery at destination.

3.3 ProGlove may reject Deliverables that are: (a) nonconforming; (b) delivered in excess or partial quantities without prior approval; (c) delivered early or late; or (d) improperly packaged. All rejected

Deliverables shall be returned at Supplier's sole risk and expense. Supplier shall bear the full cost of re-packaging, re-shipping, or disposal if required.

3.4 Each shipment must include a detailed packing slip identifying the Order number, part numbers, country of origin, and quantities. ProGlove's count and inspection at delivery location shall be final.

### 3.5 Penalties for Delay

If Supplier fails to deliver the Deliverables within the time specified in the Order, and such delay is not excused under Section 11 (Force Majeure), Supplier shall pay ProGlove liquidated damages equal to one percent (1%) of the total Order value per calendar week of delay, capped at 10% of the total Order value. These liquidated damages shall be without prejudice to ProGlove's right to:

- (a) terminate the Order in whole or in part,
- (b) obtain substitute Deliverables at Supplier's expense pursuant to Section 4, and
- (c) claim actual damages if higher than the liquidated amount, subject to Section 10.

## 4. SUBSTITUTE PROCUREMENT AND COVER DAMAGES

4.1 If Supplier fails to deliver in accordance with the Order, or repudiates any obligation without sufficient prior written notice and justification, ProGlove may, without waiving other remedies, procure equivalent goods or services from another source ("Cover Purchase").

4.2 Supplier shall be liable for, and shall reimburse ProGlove upon demand, for all costs incurred in connection with the Cover Purchase, including but not limited to:

- (a) the difference between the Order price and the cover price;
- (b) all additional shipping, logistics, and re-procurement expenses;
- (c) penalties or damages incurred by ProGlove under its own contracts due to Supplier's failure.

4.3 Reimbursement shall be due within fifteen (15) calendar days of written demand supported by reasonable documentation. ProGlove may offset such amounts against other payments due to Supplier.

4.4 ProGlove shall not be required to provide Supplier an opportunity to cure the breach before initiating a Cover Purchase where time is material to the Order or business continuity is impacted.

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## 5. INSPECTION AND ACCEPTANCE

5.1 All Deliverables are subject to inspection and acceptance by ProGlove, including incoming, in-process, and final inspections. Payment, delivery, or transfer of title shall not constitute acceptance.

5.2 ProGlove may reject any Deliverables that do not conform to specifications, are defective, or are not delivered in accordance with the Order. Defect shall include any material, legal, or digital defect within the meaning of §434 BGB. Upon rejection, ProGlove may require:

- (a) repair or replacement at Supplier's cost;
- (b) credit or refund; or
- (c) procurement of replacements at Supplier's expense pursuant to Section 4.

5.3 The parties expressly agree that § 377 of HGB shall not apply. ProGlove's obligation to inspect incoming Deliverables shall be limited to a commercially reasonable sampling procedure, taking into account the nature, volume, and packaging of the goods. ProGlove shall not be required to open sealed packaging, except for limited sampling at its sole discretion, or conduct exhaustive individual inspections of Deliverables upon delivery.

5.4 With respect to latent, non-obvious, or concealed defects, the obligation to give notice shall be satisfied if such defects are reported within thirty (30) calendar days from the date of their discovery during ProGlove's ordinary course of use, production, or processing.

5.5 For clarity, no payment, partial use, or operational integration of the Deliverables shall constitute acceptance or a waiver of ProGlove's rights with respect to nonconforming or defective goods. All statutory warranty rights under §§ 434 ff. BGB as well as Section 6 (Warranties) remain unaffected.

5.6 Title to nonconforming Deliverables shall revert to Supplier. Supplier shall promptly remove such Deliverables from ProGlove's premises at its own risk and expense.

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## **6. WARRANTIES**

6.1 Supplier warrants that all Deliverables shall:

- (a) conform in all respects to the applicable specifications, drawings, and requirements set forth in the Order or otherwise communicated by ProGlove;
- (b) be free from defects in materials, design, and workmanship;
- (c) be merchantable and fit for the purpose intended by ProGlove;
- (d) be new and not refurbished, reconditioned, or counterfeit;
- (e) be manufactured and provided in full compliance with all applicable laws, directives, and industry standards.

6.2 Supplier further warrants that all software, firmware, and digital components:

- (a) shall not contain any malicious code, spyware, ransomware, backdoors, or known security vulnerabilities;
- (b) are free from unauthorized open-source code unless explicitly disclosed in writing and approved by ProGlove;
- (c) shall comply with ProGlove's security protocols and cybersecurity requirements, including patchability and audit logging.

(d) shall not include any open-source software governed by copyleft licenses (e.g., GPL, AGPL) unless expressly approved by ProGlove in writing.

6.3 Unless otherwise agreed in writing, the warranty period shall be **thirty-six (36) months** from the later of:

- (a) the date of acceptance of Deliverables by ProGlove; or
- (b) the date of final acceptance by ProGlove's end customer, if Deliverables are incorporated into a ProGlove product or system.

6.4 In the event of any breach of warranty, ProGlove may, at its option and without limiting other remedies:

- (a) require repair or replacement at Supplier's sole cost, including logistics and field service;
- (b) return the Deliverables for full refund;
- (c) obtain substitute Deliverables from another source and charge the differential cost to Supplier;
- (d) require Supplier to reimburse ProGlove for any costs or losses incurred due to nonconformity, including customer penalties or recalls.
- (e) require Supplier to bear all recall costs and field correction expenses associated with the defective Deliverables.

6.5 Repaired or replaced Deliverables shall be subject to a renewed warranty period of **twelve (12) months** from acceptance of the replacement or remainder of the original warranty period, whichever is longer.

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## 7. INDEMNIFICATION AND LIABILITY

7.1. Supplier shall fully defend, indemnify, and hold harmless ProGlove, including its current and future affiliates, officers, directors, employees, customers, distributors, contractors, successors, and assigns ("ProGlove Indemnitees") from and against any and all claims, demands, actions, suits, losses, liabilities, any and all damages (including but not limited to direct, indirect, incidental, consequential, punitive and other damages) fines, penalties, costs, and expenses, including legal fees and court costs ("Claims"), arising from or relating to:

- (a) any death, bodily injury, or property damage caused by the acts or omissions of Supplier or its affiliates, subcontractors, employees, agents, or representatives ("Indemnifying Parties");
- (b) any act or omission by any Indemnifying Party in connection with the Order, including but not limited to late delivery, defective Deliverables, breach of warranty, or violation of applicable law;
- (c) any actual, alleged, or threatened infringement or misappropriation of any third-party

intellectual property rights arising from the Deliverables, or any ProGlove product or service incorporating or used in conjunction with the Deliverables;

(d) any breach by Supplier of its obligations under Articles 9 (Confidentiality and Data Protection), 10 (Compliance with Law), or 16 (Export Controls);

(e) any labor or employment-related claims asserted by or in relation to Supplier's personnel or contractors.

#### 7.2 IP Infringement Remedies.

In the event that the use, sale, offer for sale, import, or distribution of any Deliverables is, or is likely to be, prohibited by injunction or court order due to an IP claim, Supplier shall, at its sole expense and within a timeframe acceptable to ProGlove:

(a) obtain for ProGlove Indemnitees the unrestricted right to continue using the Deliverables;

(b) replace or modify the Deliverables so that they are non-infringing, fully backward-compatible, and meet ProGlove's technical, commercial, and delivery requirements; or

(c) upon ProGlove's request, refund all amounts paid for the infringing Deliverables and accept cancellation of pending Orders related to such Deliverables, without liability to ProGlove.

#### 7.3 Defense and Settlement.

Supplier shall not enter into any settlement that imposes liability or obligations on any ProGlove Indemnitee without ProGlove's prior written consent. ProGlove may, at its own cost, participate in any proceeding through separate counsel. If Supplier disputes its obligations or fails to act promptly, ProGlove Indemnitees may assume the defense at Supplier's expense.

#### 7.4 Subcontractor Responsibility.

Supplier shall remain fully responsible for the acts, omissions, and performance of any subcontractor engaged in the fulfillment of the Order and shall indemnify ProGlove accordingly.

#### 7.5 Survival.

The obligations under this Article shall survive completion, cancellation, expiration, or termination of the Order, and are not subject to any limitation of liability unless expressly stated otherwise in these Terms.

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## 8. INTELLECTUAL PROPERTY RIGHTS AND WORK PRODUCT

8.1 All specifications, documentation, software, designs, improvements, and other materials developed specifically for ProGlove in connection with the Order (collectively, "Work Product") shall be the sole and exclusive property of ProGlove.

8.2 Supplier agrees and acknowledges that any Work Product constitutes a "work made for hire" under applicable copyright laws. To the extent ownership does not vest automatically in ProGlove,

Supplier hereby irrevocably assigns all right, title, and interest, including all intellectual property rights, in the Work Product to ProGlove.

8.3 Supplier shall execute all documents and take all steps necessary to secure ProGlove's ownership rights. Supplier shall not incorporate any proprietary elements of third parties into the Work Product without ProGlove's prior written consent and shall ensure all necessary licenses or assignments are in place.

8.4 Supplier warrants that all Work Products shall be free from any claims, liens, or encumbrances and that their use by ProGlove will not infringe or misappropriate any third-party intellectual property rights.

8.5 Supplier shall indemnify, defend, and hold harmless ProGlove and its customers from any claim arising from alleged or actual infringement of patents, copyrights, trade secrets, or other intellectual property in connection with the Work Product, including all damages, settlement amounts, and attorneys' fees.

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## **9. CONFIDENTIALITY AND DATA PROTECTION**

9.1 Supplier shall treat all business, technical, pricing, customer, product, and strategic information received from or on behalf of ProGlove ("Confidential Information") as strictly confidential, and shall not disclose, use, or copy it except as necessary to perform the Order.

9.2 Confidential Information includes but is not limited to any non-public information marked as confidential or that should reasonably be understood as confidential given its nature and the circumstances of disclosure.

9.3 Supplier shall use the same degree of care to protect Confidential Information as it uses for its own similar information, but in no event less than reasonable care. Upon completion or termination of the Order, Supplier shall return or securely destroy all Confidential Information at ProGlove's request.

9.4 If Supplier processes personal data on behalf of ProGlove, it shall comply with all applicable data protection laws, including the EU General Data Protection Regulation (GDPR). Supplier shall enter into a data processing agreement upon request and ensure that:

- (a) personal data is processed solely for the purpose of the Order;
- (b) personal data is stored only within the EEA or other jurisdictions approved under relevant adequacy decisions;
- (c) security breaches involving personal data are reported to ProGlove within twenty-four (24) hours;
- (d) Supplier supports ProGlove with data subject rights requests, audits, and DPIAs.

9.5 These obligations shall survive completion or termination of the Order.

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## **10. COMPLIANCE WITH LAW AND ETHICAL CONDUCT**

10.1 Supplier represents and warrants that it shall comply with all applicable laws, regulations, and international standards in the performance of its obligations under the Order. This includes but is not limited to:

- (a) Environmental directives (RoHS, REACH, WEEE),
- (b) Applicable anti-bribery and corruption laws,
- (c) Sanctions and export controls,
- (d) Labor laws and employment standards,
- (e) Conflict minerals and responsible sourcing obligations

10.2 Supplier shall adhere to ProGlove's Supplier Code of Conduct. Supplier agrees to:

- (a) prohibit child labor, forced labor, and human trafficking;
- (b) avoid discrimination, harassment, and unsafe working conditions;
- (c) implement environmentally sustainable practices;
- (d) maintain traceable documentation on origin of materials.

10.3 Supplier shall permit ProGlove or its representatives to conduct audits of Supplier's facilities, systems, and records upon reasonable notice. Supplier shall cooperate with such audits and promptly correct any non-conformance at its own expense.

10.4 Supplier shall maintain auditable supply chain records identifying the origin, compliance, and risk assessment of materials or components used in the Deliverables. Upon request, Supplier shall provide documentation supporting its compliance with human rights, labor, and environmental obligations across its upstream supply chain.

10.5 Supplier shall track and report on environmental and social sustainability metrics relevant to the Deliverables, including carbon footprint, recycling content, labor diversity, and energy use. ProGlove may request such reports annually or in connection with ESG audits or compliance obligations.

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## 11. TERMINATION

11.1 **Termination for Convenience.** ProGlove may terminate or modify the Order, in whole or in part, at any time and for any reason upon ten (10) calendar days' written notice. In such case, ProGlove's sole liability shall be to pay for Deliverables properly delivered and accepted prior to the effective date of termination.

11.2 **Termination for Cause.** ProGlove may terminate the Order immediately by written notice if:

- (a) Supplier breaches any material provision and fails to cure within ten (10) calendar days after written notice;
- (b) Supplier becomes insolvent, files for bankruptcy, or is subject to receivership or liquidation;
- (c) ProGlove determines, in its sole discretion, that continued performance poses legal, regulatory, or reputational risk.

(d) require Supplier to provide a complete list of subcontractors and critical service providers engaged in the Order.

11.3 Upon termination, ProGlove may elect to:

- (a) take delivery of completed Deliverables and associated work-in-progress;
- (b) require transfer of any materials, tools, or designs for which ProGlove has paid;
- (c) offset amounts due to Supplier against damages or additional costs incurred due to Supplier's breach.

11.4 Termination shall not affect ProGlove's rights to indemnification, damages, or remedies for prior breaches and shall not relieve Supplier of obligations which by their nature survive termination.

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## 12. FORCE MAJEURE

12.1 Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to natural disasters, war, acts of terrorism, pandemics, government restrictions, labor strikes, or failure of suppliers or carriers ("Force Majeure"), provided that such party gives written notice within five (5) business days of the start of the Force Majeure event. For clarity, Force Majeure shall not include cyberattacks, ransomware incidents, or supply chain disruptions originating from foreseeable or preventable internal vulnerabilities.

12.2 If Supplier is affected by Force Majeure, ProGlove shall have the right to:

- (a) cancel any affected portion of the Order without liability; or
- (b) purchase substitute goods or services elsewhere and charge the price differential to Supplier.

12.3 Supplier shall use best efforts to mitigate the impact of Force Majeure and resume performance as soon as practicable. If the Force Majeure event continues for more than twenty (20) calendar days, ProGlove may terminate the Order without liability.

**12.4 Continuity of Supply and Spare Parts.** Supplier shall ensure continuity of supply of the Deliverables, spare parts, and associated services for a period of not less than five (5) years from the last delivery date under the Order. This includes an obligation to maintain the capability to manufacture or source functionally equivalent or compatible replacements, including firmware and software components. Supplier shall notify ProGlove in writing at least twelve (12) months in advance of any planned discontinuation or end-of-life (EOL) of the Deliverables or spare parts. ProGlove shall have the option to place a last-time buy (LTB) order for affected items on commercially reasonable terms.

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## 13. INSURANCE

13.1 Supplier shall maintain, at its sole cost, the following minimum insurance coverage with financially sound and reputable insurers authorized to do business in its jurisdiction:

(a) Commercial General Liability Insurance: €5,000,000 per occurrence for bodily injury and property damage;

(b) Product Liability Insurance: €5,000,000 per claim;

(c) Employer's Liability or Workers' Compensation Insurance: as required by applicable law;

(d) Professional Liability / Errors and Omissions Insurance (if services are provided): €1,000,000;

(e) Cyber Liability or Data Protection Insurance (if processing personal data): €1,000,000.

13.2 Upon request, Supplier shall furnish valid certificates of insurance and evidence of continuing coverage. Such insurance shall name ProGlove as an additional insured where appropriate and provide for thirty (30) calendar days' advance notice of cancellation or material modification.

13.3 Supplier acknowledges that these coverage amounts shall not be construed as limitations of liability or as an indication of acceptance of risk by ProGlove.

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## **14. AUDIT RIGHTS**

14.1 ProGlove shall have the right, upon reasonable notice and during normal business hours, to inspect and audit Supplier's facilities, books, records, processes, and systems relevant to Supplier's performance under the Order, including compliance with:

(a) applicable specifications, laws, and regulations;

(b) environmental, labor, and safety standards;

(c) data protection and information security obligations;

(d) ethical sourcing and sustainability commitments.

14.2 Supplier shall fully cooperate with such audits, including access to personnel, systems, and documentation. If any deficiencies are identified, Supplier shall implement corrective actions at its own expense within a timeframe agreed with ProGlove.

14.3 ProGlove may use independent third-party auditors bound by confidentiality obligations same to those stated in these Terms.

14.4 Supplier shall retain all Order-related records for a period of not less than ten (10) years from the final delivery date or as required by applicable law, whichever is longer.

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## **15. GOVERNING LAW AND DISPUTE RESOLUTION**

15.1 These Terms and the Order shall be governed by and construed in accordance with the substantive laws of the Federal Republic of Germany, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.2 Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the competent courts of Munich, Germany, without prejudice to ProGlove's right to seek injunctive or equitable relief in any competent jurisdiction. At ProGlove's sole discretion, disputes may alternatively be resolved by final and binding arbitration under the Arbitration Rules of the German Arbitration Institute (DIS Rules), seated in Munich, conducted in English. DIS Rules at the time of initiation of the arbitration process shall be considered valid and binding.

15.3 The parties agree that prior to initiating legal action, they shall attempt in good faith to resolve any disputes through senior-level negotiations for a period of at least thirty (30) calendar days.

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## 16. EXPORT CONTROLS AND TRADE COMPLIANCE

16.1 Supplier represents that it is in compliance with all applicable export control laws, sanctions regimes, and trade restrictions, including but not limited to those of the EU, the U.S., the UK, and Germany.

16.2 Supplier shall obtain and maintain all required export licenses and approvals and shall not export, re-export, or transfer any Deliverables to any sanctioned country, entity, or individual without proper authorization.

16.3 Supplier shall provide ProGlove with complete export classification data (e.g., ECCN, HS code, origin) upon request and shall promptly notify ProGlove of any classification changes or license dependencies. Supplier shall disclose whether any component or sub-component originates from restricted jurisdictions or involves prohibited parties.

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## 17. MISCELLANEOUS

17.1 **Assignment.** Supplier may not assign or transfer any rights or obligations under the Order without ProGlove's prior written consent. Any unauthorized assignment shall be void.

17.2 **Subcontracting.** Supplier shall not subcontract performance without ProGlove's prior written approval. Supplier remains fully liable for all acts and omissions of subcontractors. Supplier hereby assigns to ProGlove all of Supplier's rights, claims and causes of action for warranty, guarantee and indemnification that it holds against its own vendors, subcontractors or other third-party suppliers relating to the Deliverables. Where a direct assignment is prohibited, Supplier shall, upon ProGlove's request, take all necessary actions to enforce such rights for ProGlove's benefit.

17.3 **Independent Contractors.** The parties are independent contractors. Nothing in the Order shall be construed to create a partnership, joint venture, or employment relationship.

17.4 **Publicity.** Supplier shall not use ProGlove's name, trademarks, or logo in any publicity, marketing, or communications without ProGlove's prior written consent.

17.5 **Waiver.** No waiver of any breach or default shall be effective unless in writing. A waiver of any specific breach shall not constitute a waiver of any other or subsequent breach.

17.6 **Severability.** If any provision is found unenforceable, the remainder of the Order shall remain in full force and effect. The parties shall replace any unenforceable provision with a valid provision that most closely reflects the original intent and economic effect.

17.7 **Entire Agreement.** The Order, including these Terms and any documents expressly incorporated by reference, constitutes the entire agreement between the parties and supersedes all prior agreements or representations.

17.8 **Language.** These Terms are drafted in English. In the event of any translation, the English version shall control.

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