DURBAL Metallwarenfabrik GmbH
Verrenberger Weg 2
74613 Öhringen
Germany

T +49 (0)7941 9460-0
F +49 (0)7941 9460-90

info@durbal.de
www.durbal.de

General Terms and Conditions of Purchase (GTC) DURBAL Metallwarenfabrik GmbH

Version 2026-1, updated 6/15/2026

General

1. For the purpose of these General Terms and Conditions of Purchase, (a) "Contract" refers to the general terms and conditions described in Section 1.2; (b) "Durbal" refers to the entity making the purchase, as specified in the order or in a separate written agreement; (c) "Supplier" refers to the supplier of the products or services; (d)"Products" refers to the products being purchased by Durbal; and (e) "Services" refers to the services being purchased by Durbal.

2. The conditions that apply to the purchase of products and services by Durbal from the Supplier, and which regulate such purchases, are defined exclusively as (a) the conditions included in the order received from Durbal as well as in any later approvals and/or a later written agreement signed by an authorized representative of Durbal, together with all materials included in the abovementioned documents, such as a service description; and (b) these General Terms and Conditions of Purchase, regardless of whether the forms exchanged between Durbal and the Supplier or the separate written agreement concluded between Durbal and the Supplier explicitly refer to or include these. In the event of a conflict between these General Terms and Conditions of Purchase and the documents named in (a), the documents named in (a) are definitive.

3. Durbal hereby rejects any and all conditions that go beyond or deviate from those included in the agreement, unless this is explicitly established in a document signed by an authorized representative of Durbal. The previous sentence excludes from the Contract, among other things, all additional or deviating terms and conditions of the Supplier that are listed or referenced in the Supplier's offer, order confirmation, invoice, or other similar documents, in the Supplier's terms and conditions of sale, or on the Supplier's website or the Supplier's e-commerce customer websites.

4. These General Terms and Conditions of Purchase apply only to companies in the sense of Sec. 310 German Civil Code (BGB).

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Conclusion of the Contract and contractual basis

1. All orders must be confirmed by the Supplier in writing. Such confirmation must be provided within 2-3 business days. For orders submitted via electronic data processing, the confirmation must be provided no later than within 1-2 business days.

2. Any amendments to a Contract or a waiver of one of its provisions shall be binding for Durbal only if this is explicitly established in writing; the document must state both (a) that it concerns an amendment or a waiver in the sense of the Contract and (b) that it must be signed by an authorized representative of Durbal. Any alleged amendment or alleged waiver that comes about by way of a verbal agreement, contractual fulfillment, or commercial usage is considered invalid and ineffectual.

3. Durbal's order details must be included on all correspondence, order confirmations, delivery slips, and invoices relating to the orders. The invoice must always be sent to the following email address: eingangsrechnung@dubal.de.

Prices, Deliveries, and Payments

1. The prices named in Durbal's orders are binding, and exclude supplementary claims of all kinds. Deliveries are fundamentally made ex works. The Incoterms ® 2020 apply. The price established in this way is the only amount that Durbal must pay to the Supplier or to a third party for the purchase of the products or services, and the Supplier bears sole responsibility for, among other things, (a) the costs of raw materials, consumable materials, or manufacturing, (b) customs or similar charges, (c) insurance, (d) wages or social contributions for employees, and (e) processing, packaging, shipping, or storage costs. Price increases or surcharges shall not take effect without prior written approval from Durbal. To the extent that the Supplier is obligated by the Packaging Ordinance to take back any used packaging, the Supplier shall bear the costs of the return transport and recycling. Prices are subject to applicable value added tax.

2. The Supplier shall invoice all sales tax and value added tax that the Supplier is legally obligated to collect from Durbal, in a form that allows Durbal to claim the corresponding deductions for income tax purposes. The Supplier shall provide Durbal with all information and documents as required by local law so that Durbal can request reimbursement of any sales tax, value added tax, or similar taxes.

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3. The Supplier shall not send invoices before the date when the products are received at the Durbal site or before the services are provided, or -- in the case of a consignment delivery -- before the end of the consignment period defined in Section 4.5. All invoices must include the complete order number from Durbal as well as the numbers of all necessary waybills and other shipping receipts and documents.

4. Payment shall be made, unless otherwise agreed in writing, at a 3% discount within 14 days of delivery of the products by the Supplier or net within 30 days.

5. Durbal is fully entitled to assert statutory offsetting and retention rights. Durbal is entitled to assign all claims from the purchase Contract without the approval of the Supplier. The Supplier is not entitled to assign receivables from the Contract without prior written approval from Durbal.

Delivery

1. The delivery deadlines specified in our orders are binding.

2. The Supplier shall deliver all products and services by the deadlines established by Durbal, and fulfill all of the service standards required by Durbal. When products and services are delivered by the Supplier to Durbal, it is essential that deadlines be met. Durbal is entitled to refuse products or services that are not delivered in a timely manner (regardless of whether they are too early or too late) and to return these at the Supplier's risk and expense. The Supplier cannot withhold delivery for any reason without prior written approval from Durbal.

3. If the Supplier does not deliver the products or does not provide the services by the deadline established by Durbal, the Supplier shall be liable for all costs and expenses that Durbal and its customers incur as a result of this delay. These costs and expenses include, among other things: (a) the costs for procuring replacement products or services from alternative sources; (b) costs for expedited shipping and processing; (c) costs for shutting down or slowing the production line; (d) labor and overtime costs; (e) lost profits and lost business opportunities; and (f) any penalties or claims from Durbal's customers relating to the delay. In addition to these costs, Durbal can at its discretion establish a contractual penalty amounting to 1% of the order value for each week of the delay, up to a maximum of 10%; the Supplier hereby agrees that this

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represents an appropriate estimate of the damage and not a fine. Durbal's exercise of legal remedies as per this section shall occur regardless of other rights or legal remedies that are available according to the agreement or by law.

4. The Supplier shall deliver all products and services in the quantities that Durbal specifies in an order. The forecast quantities are merely estimates made for informational purposes and do not represent a binding purchase obligation on the part of Durbal. Any quantities delivered in excess of the ordered quantities can be sent back at the Supplier's risk and expense.

5. The risk of loss and damage to the products remains with the Supplier until the products have been delivered according to the delivery conditions. Regardless of the previous sentence, the following applies: if products are accepted on a consignment basis, (a) the risk of loss and damage to the products as well as the responsibility for insuring the products against loss and damage shall remain with the Supplier until the products are either resold or used in production (the "end of the consignment period"); (b) ownership of the products remains with the Supplier, and the Supplier has an unrestricted right to return the products until the end of the consignment period; and (c) ownership of the products is transferred to Durbal at the end of the consignment period.

6. If the Supplier has reason to assume that the delivery of the products or provision of the services cannot take place within the period established in the Contract, or if a delay has actually occurred -- whether due to force majeure or for another reason -- the Supplier shall notify Durbal of this without delay in writing (but no more than two (2) business days after the circumstance occurs), providing the reason and the anticipated length of the delay. For the period of a delay, the Supplier shall, at its own expense, take all measures that are necessary or desirable to lessen the impact of the delay on Durbal and to keep the delivery interruption as short as possible for Durbal, including its treatment of Durbal, which cannot be less advantageous than that of its other customers if the Supplier is forced to distribute products or resources among its customers. In the case of an anticipated or actual delay, or if the Supplier is threatening to cancel a delivery, whether due to force majeure or for another reason, Durbal can take one or more of the following measures in addition to all the available legal remedies: (a) instructing the Supplier to send the products using an expedited transport process, for instance express air freight; (b) procuring replacement products or services

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from other sources; and (c) canceling or reducing the quantities established in the Contract. Durbal assumes no liability toward the Supplier with regard to the canceled or reduced quantities. The Supplier shall bear all additional costs and expenses that Durbal incurs in conjunction with the exercise of these legal remedies, including the costs for expedited shipping and the associated coverage costs, unless the Supplier's delay is directly caused by a force majeure incident; in this case, the parties shall negotiate in good faith to share these costs and expenses, assuming that the Supplier has otherwise fulfilled its obligations according to this Section 4.6.

7. In this agreement, "force majeure incident" refers to a cause or incident that applies to one party and falls outside this party's area of reasonable control, and which occurs without any fault or negligence on the part of this party; this includes force majeure, governmental measures, fire, flooding, earthquake, storm, explosion, insurgency, natural disaster, illness, epidemic, pandemic, and war. To avoid doubt, a "force majeure incident" cannot include labor conflicts (such as lockouts, strikes, or slowdown strikes) or a disruption or inability to procure materials, supply services, workers, equipment, or means of transport.

8. The delivery must be REACH, RoHS, and ELV compliant and must observe the relevant laws, particularly Regulation 1907/2006/EC (REACH Regulation) and Directive 1272/2008/EG (GHS Directive), Directive 2011/65/EU (subsequent directive for RoHS 2002/95/EC) and 2000/53/EC. The Supplier shall provide Durbal with the safety data sheet required under the Reach Regulation in German, as well as in other languages upon request. At the request of Durbal, the Supplier shall provide all relevant IMD system data, REACH, GHS, and other export-relevant data free of charge.

Shipping and Transfer of Risk

1. The Supplier shall properly package, label, ship, and transport the products according to the instructions from Durbal and the transport company, as well as in compliance with all applicable laws and regulations; if no explicit instructions are provided, the Supplier shall follow the best customary commercial practices to prevent losses or damage due to weather influences, transport, or other causes.

2. The Supplier shall include delivery slips with each shipment that provide the complete order number from Durbal, the shipping date, and a detailed list of the contents,

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including the classification information required by Durbal or the freight forwarder for the products as well as any other information that may be requested by Durbal. The labels on each package and each shipping document must be designed in such a way that Durbal can easily identify the products. Counting and/or weighing performed by Durbal shall be final and definitive for each shipment. The Supplier is liable for all demurrage charges and other costs resulting from the Supplier's failure to send Durbal the shipment notification without delay on the shipment date.

3. Unless otherwise agreed, all shipments shall be delivered to Durbal's address. Durbal is entitled to have the products picked up by a freight forwarder of its choice, charging the tariff freight.

4. The delivery shall take place at the Supplier's risk. The risk of accidental destruction or accidental damage to the products, even if we have declared our willingness to assume the freight costs, shall be transferred to us only when we receive the product at the agreed delivery location or when the delivery is accepted.

Changes

Durbal can request that the Supplier make changes to the specifications, construction, quantities, or delivery deadlines of the products as well as to the description, specifications, scope, and schedule of the services and other requirements from the Contract. The Supplier shall implement these changes without delay. The Supplier shall assert any claims for appropriate adjustment of the price or the delivery deadlines that result from such changes to Durbal in writing, within 5 business days of receiving the instructions from Durbal; otherwise, the Supplier's claim is considered to be forfeit, and Durbal shall not assume any liability for such claims. Durbal shall establish any adjustments in price or delivery deadlines, resulting from such changes, at its reasonable discretion. To assist Durbal in determining an appropriate adjustment in price or delivery deadlines, the Supplier shall at Durbal's request provide additional information to Durbal without delay, including documentation about changes in the Supplier's production costs and the time needed to implement these changes. Durbal and the Supplier shall strive to resolve any differences of opinion regarding the adjustment; for the duration of the resolution process and thereafter, however, the Supplier shall continue to fulfill the Contract, including the manufacturing and delivery

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of products, the provision of services, and the immediate implementation of necessary changes.

Quality Requirements

1. The Supplier shall promote continuous quality improvements and meet the quality control standards required by Durbal for the manufacturing, packaging, and shipping processes of the products as well as for the provision of services, including the procedures specified in the Durbal Supplier Quality Manual (in the current version at that time); the Supplier shall review the Supplier Quality Manual regularly for changes. The Supplier Quality Manual is part of the Contract and can be found in electronic form under "TimkenSupplierQualityManual.pdf."

2. In fulfilling its obligations from this Contract, the Supplier shall not (a) change the manufacturing method or manufacturing location of products or the provision of services without written permission from Durbal, (b) replace Durbal materials with materials from another source or change the physical or chemical properties of Durbal materials unless this is done in accordance with the applicable Durbal specifications, nor (c) otherwise change the materials, processes, or subcontractors used for manufacturing the products or providing the services. Every requested change is subject to a process to determine its permissibility.

3. The Supplier shall not transfer its obligations from the Contract to third parties. Any attempted transfer is invalid unless Durbal has agreed to this in writing in advance. In every case, the Supplier shall remain liable for all transferred obligations.

4. When providing services at the Durbal facilities, the Supplier shall comply with all Durbal rules and guidelines, including all environmental, health, and safety requirements and guidelines.

5. The Supplier hereby warrants that the delivered products will fulfill the applicable laws and standards at the time of the delivery, all relevant technical regulations, and Durbal's company-specific requirements and quality agreements.

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Construction Protection and Property of Durbal

1. "Durbal Property" includes all tools, measuring devices, equipment items, samples, drawings, models, Durbal materials, or other items that Durbal provides directly or indirectly to the Supplier or purchases from the Supplier, or for which Durbal directly or indirectly provides compensation to the Supplier. "Durbal Materials" refer to all raw materials, components, consumable materials, or other materials that Durbal provides for the Supplier's use in manufacturing the products or providing the services; it also includes all waste generated in processing these materials (with the exception of materials that are the subject of a sale actually invoiced by Durbal to the Supplier and for which the Supplier has actually paid).

2. "Durbal Property" is and remains the property of Durbal, and is kept by the Supplier on the basis of a custody arrangement. The Supplier hereby waives all pledging rights or other rights that it could otherwise have with regard to an item that is Durbal Property, for work performed on this item or that uses this item, or in other cases.

3. As long as the Durbal Property is in the possession or control of the Supplier (including possession by contractors and subcontractors of the Supplier), the Supplier shall bear the risk of loss, theft, damage, and destruction of the Durbal Property and shall be responsible for the costs of repairing or replacing any Durbal Property that was lost, stolen, damaged, or destroyed. The Supplier shall conclude an insurance policy that adequately covers these risks. Without restricting the general applicability of the above, the Supplier shall replace any Durbal Materials that were lost or damaged through spoilage, breakage, faulty execution by the Supplier, or another cause, by way of a purchase from Durbal at Durbal's current prices at that time.

4. The Supplier shall use the Durbal Property exclusively to fulfill its obligations from the Contract and in compliance with the instructions of Durbal and the manufacturer. The Supplier shall not sell any products manufactured using the Durbal Property to third parties or offer these for sale unless Durbal has agreed to this in writing in advance.

5. The Supplier shall regularly inspect the Durbal Property and keep it in good condition, operationready, and maintained at no additional cost for Durbal; it shall also clearly label the Durbal Property as property of Durbal. The Supplier shall not (a) combine the Durbal Property with the property of the Supplier or a third party; (b) remove the Durbal

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Property from the Supplier's facility where it was originally delivered or share the Durbal Property with third parties or make it available to them; (c) sell, lend, rent, encumber, pledge, lease, transfer, or otherwise dispose of the Durbal Property; (d) assert a pledging right (including the pledging right of a craftsman or Supplier) or an ownership claim for the Durbal Property, or permit a person asserting a claim through the Supplier to assert such a pledging right or such a claim; or (e) treat the Durbal Property as real estate or installations, or permit another party to treat the Durbal Property as such.

6. Durbal does not assume any warranty or promise, neither explicitly or implicitly, with regard to the suitability (in general or for a specific purpose), condition, marketability, construction, or functionality of an item of Durbal Property. Durbal shall not be liable to the Supplier for losses, damage, injuries, or expenses of any kind that are caused directly or indirectly by the Durbal Property or its use.

7. At the request of Durbal, the Supplier shall release the Durbal Property or hand it over to Durbal without delay and at no charge to Durbal; if the Supplier fails to do so, Durbal is entitled to enter the Supplier's facility with appropriate advance notice and to take possession of the Durbal Property.

8. Durbal Property shall be returned to Durbal upon submission of the offer or upon final delivery, at Durbal's request. Durbal Property shall not be reproduced or made accessible to third parties without Durbal's explicit written permission. The documentation and items shall be stored securely at the Supplier's expense for a period of at least 10 years.

Defects

1. Defect notifications regarding ongoing defects shall be made to the Supplier within 2 weeks of acceptance of the products, or, for hidden defects, within 2 weeks after their discovery by Durbal. In the event of defect notifications, the warranty period shall be extended by the length of time between the defect notification and rectification of the defect. If the shipment is received with damaged packaging, Durbal is entitled to refuse acceptance without inspecting the contents.

2. If Durbal has a legitimate suspicion of nonconformity on the basis of its inspection of the products before acceptance, and the products are urgently needed by Durbal for

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production, the Supplier shall without delay send an accelerated inspection team to the place where the products are stored to inspect the products and confirm their nonconformity, or shall utilize the services of an independent inspection provider to perform such an inspection to confirm such nonconformity; the Supplier shall bear the costs of this service.

3. If Durbal rejects products or services on legitimate grounds as not being in compliance with the contract, Durbal can take one or more of the following measures: (a) reducing the quantity of products and services ordered through the Contract by the quantity of the non-conforming products and services, and instructing the Supplier to grant Durbal a refund or credit without delay for the purchase price associated with the reduced quantity (or, if the Supplier fails to do so, charging the Supplier the corresponding amount); (b) requesting that the Supplier repair, replace, or attempt new performance of the non-conforming products and services; and (c) accepting the non-conforming products or services and instructing the Supplier to reduce the purchase price without delay by the amount, or to grant a credit or refund equal to the amount, that Durbal reasonably determines as the lost value of the non-conforming products or services (or, if the Supplier fails to do so, invoicing the Supplier the same amount). The Supplier shall without delay reimburse Durbal for all costs incurred for the inspection, sorting, testing, reworking, exchange, return, storage, or disposal of non-conforming products, or otherwise incurred in conjunction with the determination of nonconformity (regardless of whether Durbal initiated this by creating an 8D-DMR in Durbal's Global Quality Tracking System (GQTS) or initiated it in some other way).

4. Following the refusal notification, Durbal shall store the defective products for 48 hours (or a shorter period where appropriate under the given circumstances). If the Supplier does not provide Durbal with written instructions during this period regarding Durbal’s disposal of the non-conforming products, Durbal can dispose of the non-conforming products at its own discretion without being liable to the Supplier; this includes arranging return shipment of the non-conforming products to the Supplier at the Supplier’s expense. The Supplier shall bear the full risk of loss and damage for the non-conforming products. None of the following points is considered acceptance of non-contractual products or services by Durbal, limits or impairs Durbal's right to exercise its rights and legal remedies according to the Contract or applicable law, or releases the Supplier from its obligations (including warranty obligations) from the Contract: (a)

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inspection or non-inspection of the products or services by Durbal; (b) Durbal's failure to refuse non-conforming products or services after they are received; and (c) payment for or usage of the products or services by Durbal.

5. The costs for returning defective deliveries shall be borne by the Supplier.

6. In the event of a defect and after a grace period has elapsed without result, Durbal is entitled to make a covering purchase at the Supplier's expense or have the defects rectified, or rectify them itself, at the Supplier's expense.

Warranty and Guarantees

1. The Supplier's warranty shall apply for the longer of the following periods: (a) four (4) years from the date when the products were delivered or the services were provided to Durbal; or (b) the period for which Durbal grants its customer a warranty for the end product into which the products are integrated.

2. The Supplier hereby warrants that the products and their components (a) correspond to the latest version of the drawings provided or approved by Durbal; (b) correspond to and fulfill Durbal's specifications and requirements; (c) are of new manufacture and the highest quality; (d) are free from construction, processing, and material flaws; (e) are of standard commercial quality and are suitable for the intended purpose; and (f) comply with all applicable laws, regulations, and standards.

3. The Supplier hereby warrants that the services (a) correspond to Durbal's specifications and requirements; (b) are of the highest quality; and (c) are provided according to the highest professional and technical standards as well as in compliance with all applicable laws, provisions, regulations, and standards.

4. With regard to software that is integrated into products or services or forms part of these, the Supplier hereby warrants that this software does not contain any software intentionally designed to impair, disrupt, shut down, harm, or prevent operations.

5. The Supplier hereby promises to reimburse and otherwise compensate Durbal for all direct, indirect, special, or accidental fines and consequential damages, including recall costs, costs for production downtimes, and lost or anticipated profits and revenues.

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6. The Supplier’s promises and Durbal's warranty rights as per Point 10.3, as well as all associated legal remedies, pertain to the legal successors, transfer recipients, and customers of Durbal as well as the users of the products or services and can be asserted by them.

Product Liability

The Supplier shall perform all inspections of the products it manufactures and delivers, independently from Durbal, and is responsible for ensuring the fault-free condition of the delivered item.

Insurance

At its own expense, the Supplier shall conclude the following insurance policies with at least the specified coverage amounts (unless otherwise established in writing by Durbal) in order to cover all of its business activities: (a) workplace accident insurance for all of its employees and the employees of subcontractors, within the legally required scope; (b) primary general liability insurance, including product and completion liability insurance, with a combined coverage amount of EUR 1,000,000.00 for claims from personal and material damages resulting from a single incident; (c) primary commercial vehicle liability insurance, with a combined coverage amount of EUR 1,000,000.00 for claims from personal and material damages resulting from a single accident; (d) umbrella or excess liability insurance, with a combined coverage amount totaling at least EUR 2,000,000.00 beyond the abovementioned coverage amounts for the primary comprehensive general liability insurance and the primary commercial vehicle liability insurance; (e) for providers of consulting and engineering services, professional liability insurance, with a combined coverage amount of EUR 1,000,000.00; and (f) any other insurance that is required by law, reasonably requested by Durbal, or standard for a supplier in the Supplier’s position. The insurance coverage required as per this section must be provided by insurance companies that have an AM Best rating of A or higher. In the policies, Durbal must be listed as an additional named insured party. At Durbal's request, the Supplier shall present proof of insurance that has been issued by the

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Supplier's insurance companies and that demonstrates compliance with these requirements; the coverage types, policy numbers, and expiration dates must be included, along with a declaration that the policies will not be canceled or amended without informing Durbal of this at least 30 days in advance. In addition, before beginning any work in the context of this Contract, the Supplier shall present Durbal with satisfactory proof of the Supplier's full compliance with all provisions of the applicable workplace accident insurance law, including payment of all premiums, where these pertain to the Supplier's employees. If the Supplier fails to maintain the necessary insurance, Durbal can at its own discretion conclude the insurance for the Supplier and invoice the Supplier for the resulting costs. Furthermore, the Supplier shall ensure that each approved contractor or subcontractor maintains insurance policies in the same way as required for the Supplier. The presentation of insurance documentation and the conclusion of insurance policies shall not limit the Supplier's obligations and liabilities from the Contract or any further damage compensation claims, nor indemnify the Supplier from these.

Reservation of Title

The Supplier's rights to the reservation of title apply only where ownership of the products is transferred to Durbal after payment and the extended form of the current account reservation of title is not transferred to Durbal. A return of the products under reservation of title can be requested only if the Supplier has canceled the Contract.

Intellectual Property

1. The Supplier hereby warrants that the products and services as well as their manufacture, sale, usage, and provision do not violate any business secrets, patents, brands, copyrights, registered designs, other intellectual property rights, or other third-party rights, and also will not violate these in the future. The Supplier further warrants that it has not received any notification from third parties according to which one of the products or services, or its manufacture, sale, use, or provision anywhere in the world, violates or could violate business secrets, intellectual property rights, or other third-party rights. The Supplier is responsible for payment of all fees, licensing fees, and other charges that are necessary to maintain the rights in order to fulfill these warranties.

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2. If a third party prohibits or hinders the use of products or services by Durbal, the Supplier shall, in addition to its other obligations, (a) obtain all necessary licenses so that Durbal can continue to use or receive the products or services; or (b) replace or modify the products or services as needed so that Durbal can continue to use or receive the products or services.

3. No provision in this agreement is intended to grant or transfer a license or another right to the Supplier with regard to business secrets, intellectual property, or other rights pertaining to Durbal (or one of its affiliates), nor may it be interpreted as such.

4. All services and copyright-protected works created in the context of the Contract fulfillment are considered commissioned works, and are the sole and exclusive property of Durbal. Where such works are not considered commissioned works under applicable law, the Supplier hereby assigns to Durbal all of its worldwide rights, claims, and shares in such services as well as intellectual property rights to such copyright-protected works, and agrees to assign these. If such a transfer is not possible under applicable law, the Supplier hereby grants Durbal a worldwide, irrevocable, open-ended, free of charge, transferable, and sublicensable license with regard to these services or copyright-protected works. The Supplier further grants Durbal a worldwide, irrevocable, open-ended, free of charge, transferable, and sublicensable license with regard to all intellectual property rights for the delivery items that are created outside the scope of the agreement but are necessary for Durbal, in order to exercise its rights to the delivery items as reasonably intended by the agreement.

5. All improvements and developments associated with the products or services that result from the efforts of Durbal or the Supplier in the context of or in conjunction with the fulfillment of the Contract are the exclusive property of Durbal; the Supplier shall work with Durbal in an appropriate manner to ensure this result.

Damage Compensation

1. The Supplier hereby agrees to indemnify, defend, and hold harmless Durbal and its affiliates as well as their respective Managing Directors, managers, employees, contractors, representatives, and customers with regard to all claims, verdicts, disposals, liability claims, damages, losses, costs, and expenditures (including the actual attorney and consultant fees) that result from or are associated with the following

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info@durbal.de
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circumstances: (a) actions or omissions of the Supplier or its employees, subcontractors, contractors, or representatives; (b) the provision of services or work by the Supplier or its employees, subcontractors, contractors, or representatives, or by their presence at the facilities of Durbal or those of Durbal's customers; (c) the use of property belonging to Durbal or to Durbal's customers; (d) any violation of assurances, warranties, or obligations of the Supplier according to this agreement; (e) any suspected or actual violation of business secrets, intellectual property rights, or other third-party rights; (f) equipment, materials, products or services provided by the Supplier; or (g) product information, operating instructions, safety information, or other information or materials relating to the products that were created by the Supplier or provided by the Supplier to Durbal or to the buyers or users of the products. Among other things, this section applies to claims resulting from bodily injury or death (including employees of the Supplier, of Durbal, or of a third party) or from material damage (including to property of the Supplier, of Durbal, or of a third party), regardless of whether such claims are based on unauthorized activity, negligence, the Contract, warranty, liability for risks, or other legal bases.

2. The Supplier intends that its indemnification obligations for claims relating to persons who are directly or indirectly employed by the Supplier or its subcontractors, or claims asserted by such persons, shall not be limited by the provisions of laws governing workplace accident insurance, disability benefits, or other laws governing employee benefits; the Supplier hereby waives its immunity according to these laws where this would prevent the assertion or full enforcement of the Supplier’s indemnification obligations.

Confidentiality

1. “Confidential Information” refers to the confidential information of Durbal and its affiliates regarding the Contract, products, services, or business activities of Durbal and its affiliates which the Supplier obtains through a disclosure by Durbal or in some other manner. The Confidential Information includes data, drafts, drawings, specifications, know-how, business secrets, the conditions of orders, and other confidential technical or business information.

2. The Supplier shall (a) not share Confidential Information with third parties, except its specific employees who need this information so that the Supplier can fulfill its

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obligations from the Contract and who have committed to keeping the Information confidential and not using it; such obligations must be at least as strict as those that apply to the Supplier according to the Contract; (b) protect the Confidential Information with the same care that it applies in protecting its own confidential information of a similar kinds (but no less than the appropriate level of care); (c) not use the Confidential Information for any purpose other than fulfilling the obligations from this Contract; and (d) return all Confidential Information at the request of Durbal or destroy the Information and confirm its destruction.

3. If work from the Contract is assigned to subcontractors, the Supplier shall request a similar confidentiality agreement from these subcontractors, but shall remain responsible for any violations by these subcontractors.

Cancellation for Good Cause

The Supplier can cancel the Contract only if Durbal has committed a significant contractual breach, the Supplier has informed Durbal of this breach in writing, and Durbal has not remedied the contractual breach within an appropriate period (but at least 60 days in every case) after receipt of this written notification.

Additional Reasons for Cancellation

1. Durbal can cancel the Contract, or any order placed within the context of the Contract, in whole or in part at any time at its own discretion by notifying the Supplier of this in writing. If Durbal cancels the Contract according to this section, Durbal's only obligation shall be reimbursing the Supplier for (a) the products or services actually delivered or provided and accepted by Durbal by the time of cancellation, as well as (b) the actual costs for unfinished goods that the Supplier incurred by the time of cancellation, where these are usable and in standard commercial condition, were produced specifically for Durbal, and are not standard products of the Supplier. Durbal shall reimburse the costs named in (b) only where these costs are appropriate and can properly be allocated to the canceled portion of the agreement, after first deducting the appropriate value or appropriate cost (whichever amount is higher) of all goods or materials that the Supplier used or sold with written permission from Durbal. Durbal's obligation to reimburse the Supplier according to this section shall not exceed the purchase price for the canceled

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order (or the canceled portion thereof). All claims by the Supplier for reimbursement according to this section must be submitted in writing to Durbal within 30 days of the order cancellation date, together with sufficient documentation to allow an audit by Durbal. If no claim is asserted within this 30-day period, this shall be considered a waiver of all claims on the Supplier's part. The Supplier shall then without delay present all additional and supporting information that is requested by Durbal.

2. Durbal is not liable for the following points, and the Supplier hereby agrees not to assert any liability on the part of Durbal for: (a) consequential, incidental, indirect, special, or punitive damage claims; (b) recall costs, costs for production downtimes, lost or expected profits or revenues as well as capital costs; (c) finished products, unfinished products or materials that the Supplier produces or procures in bulk beyond the quantities confirmed by Durbal in orders or approvals (with the exception of estimated quantities); (d) goods or materials that are part of the Supplier's standard stock or are easily marketable; (e) claims by the Supplier's suppliers, or by other third parties, for damage compensation or contractual penalties; as well as (f) all other losses, damages, liabilities, costs, and expenses that are not explicitly listed in Section 19.1.

3. Durbal can, in full or in part, cancel, suspend, or delay the Contract fulfillment or an order placed in the context of the Contract by notifying the Supplier of this in writing if Durbal is affected by delays on the part of the customers, cancellations, or other incidents that are outside its reasonable control -- for example, but not limited to, cases of force majeure. Such cancellation, suspension, or delay shall occur without any liability or obligation on the part of Durbal, including any obligation to reimburse the Supplier for materials or unfinished products.

Compliance with Laws

1. When fulfilling its obligations from this Contract, the Supplier shall comply with all applicable laws, legal regulations, ordinances, and provisions, including the US Foreign Corrupt Practices Act and the British Anti-Bribery Act. All applicable clauses of the Contract that are required under the applicable laws, legal regulations, ordinances, or provisions are hereby included in this Contract by reference and are part of the same.

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2. At Durbal's request, the Supplier shall without delay provide information about any hazardous, poisonous, or other ingredients or properties of the products or services. Before and during product shipping, the Supplier shall provide Durbal and all freight forwarders with adequate written warning notices and notifications (including suitable labels on the products and the packaging) for all hazardous substances that are an integral component or part of one of the products, together with all special handling instructions, safety measures, and precautions that are necessary to ensure compliance with the legal requirements or to prevent personal or material damage.

3. Regardless of the above provisions, the Supplier shall ensure that deliveries meet the requirements of Regulation (EC) No. 1907/2006 on the registration, evaluation, authorization and restriction of chemicals ("REACH Regulation"). In particular, the Supplier shall ensure that substances contained in the products, where required by the provisions of the REACH Regulation, are registered according to the REACH Regulation, and that Durbal is provided with the corresponding safety data sheets (SDS) or the necessary information according to Article 32 of the REACH Regulation.

4. Where required by Durbal or by applicable laws or regulations, the Supplier shall present material safety data sheets (MSDS) for the materials used in manufacturing the products or providing the services. The MSDS shall be sent to the Environmental / Safety Coordinator of the Durbal plant where the products or services are delivered.

International Trade and Customs

1. The Supplier shall comply with all applicable export control laws and regulations.

2. Durbal is the owner of all transferable credits or benefits associated with the products or arising from the products, including trade credits, export credits, and claims for reimbursement of customs, taxes, and fees.

3. Unless written approval is provided in advance by the Global Trade Department ("GTD") at Durbal, the Supplier cannot (a) request a customs reimbursement from the customs authorities with regard to the products or their components, or instruct or allow a third party to make such a request, or (b) provide Durbal's name on a customs registration form as the "importer of record," or instruct or allow a third party to do so.

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4. The Supplier shall, in a timely manner, provide Durbal with precise information, records, and documents about the products that Durbal considers necessary or desirable for the fulfillment of its customs and trade-related obligations. This includes compliance with import and export regulations, trade preference programs, and similar obligations. The Supplier hereby agrees to comply with the obligations described in (i) "Trade Data and Customs Requirements for Suppliers" and (ii) "Trade Data and Customs Requirements for Suppliers," both of which are available under "http://tsn.timken.com/supplierinfo.asp".

5. Where the products are imported to the United States, the Supplier shall comply with all applicable recommendations or requirements of the "Customs-Trade Partnership Against Terrorism" initiative ("C-TPAT") of the US Customs and Border Protection Office as well as the "Importer Security Filing" ("ISF"). Where the Supplier does not exercise any control over the manufacture or transport of the products that are intended for delivery to Timken or its customers in the United States, the Supplier shall provide its suppliers and transport service providers with the C-TPAT security and ISF recommendations and make its business relationship with these companies dependent upon the implementation of these recommendations.

6. No later than the time of delivery, the Supplier shall provide Durbal with the applicable harmonized customs tariffs and export control classification numbers ("ECCNs") according to Appendix I of EU Regulation 428/2009, where available, for the products and their components as well as for the services, including the technology.

Code of Conduct for the Supplier

1. The Supplier shall comply with Durbal's Code of Conduct for Suppliers (in the applicable version at that time) and regularly review it for changes. The Code of Conduct for Suppliers is part of the Contract and can be found in electronic form under [ ].

2. Durbal further expects the Supplier to approve and comply with a code of conduct for ethical business practices that is suitable for its business. This code of conduct should establish that the Supplier must comply with all relevant laws and regulations, and should include the Supplier's guidelines on occupational health and safety, work standards, protection of the environment and resources, product safety and quality, as well as on fighting corruption.

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Conflict Minerals

Where applicable, the Supplier shall comply with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") and its implementation provisions. The Act and its implementation provisions refer to the disclosure of the use of tin, tantalum, and gold (or other "Conflict Minerals"), as defined from time to time by the Act and its implementation provisions ("Conflict Minerals"), from the Democratic Republic of Congo and its neighboring countries ("Conflict Region"). The Supplier must establish supply-chain guidelines and processes that ensure (1) an appropriate review of the country of origin of the Conflict Minerals contained in the products to be delivered to X; (2) appropriate due diligence for its supply chain, where necessary, to determine whether Conflict Minerals from the Conflict Region are directly or indirectly financing the conflict in this region; and (3) risk assessments and risk reduction measures as necessary to implement the procedures for a review of the country of origin and due diligence, as established in Version 2025_August. The Supplier shall provide Durbal, annually or more frequently at Durbal's request, with timely information about the use of Conflict Minerals in all products that the Supplier delivers to Durbal, in the appropriate form requested by Durbal, and shall also provide any additional related information and documentation that Durbal can appropriately request. The Supplier shall take all other measures necessary to comply with the Act and its implementation provisions, in the valid version in each case.

Data Protection

1. For the purposes of this section, "Data Protection Laws" refer to all applicable laws that regulate the use of data relating to identified or identifiable persons, including the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, in the applicable version of each, and the General Data Protection Regulation (EU) 2016/679 (and all implementation laws), where these apply to either party; "Personal Data" is defined in the Data Protection Laws; the "European Economic Area" includes the European Union as well as Iceland, Liechtenstein, and Norway; "Controller," "Processor" and "Data Subject" have the meanings assigned to them in the Data Protection Laws.

2. This section applies if the Supplier receives Personal Data from or on behalf of Durbal in the context of the services or by other means and Durbal is responsible for such data as the Processor; under these circumstances, the Supplier is considered to be acting on

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behalf of Durbal in the capacity of a Processor. The type and purposes of processing to be carried out, the types of Personal Data, the categories of Data Subjects, and the duration of processing shall be established in the order or in a separate document to be signed by an authorized representative of Durbal; or, if no such document exists, the data that is necessary for the fulfillment of the Contract or for establishing the business relationship between the parties, within the scope naturally required by the Data Protection Laws. When processing Personal Data, the Supplier shall always fulfill its obligations according to the Data Protection Laws and cannot, through any action or omission, cause Durbal to violate Data Protection Laws.

3. Regardless of the Supplier's general obligations according to this section, the Supplier shall: (A) process Personal Data exclusively for the purpose of fulfilling its obligations to Durbal and according to the written instructions of Durbal, unless otherwise required by law; in this case, the Supplier shall (where legally permissible) inform the customer of this legal requirement before performing the processing; (B) take all suitable technical and organizational measures to ensure a security level for the Personal Data that is appropriate given the risks for the Data Subject that may result from accidental or illegal destruction, loss, modification, unauthorized disclosure, or unauthorized access to the Personal Data; (C) ensure that all persons authorized to process the Personal Data are subject to a confidentiality obligation; (D) not transfer any Personal Data outside the European Economic Area or grant access to such data from outside the European Economic Area, except (i) with prior written permission from Durbal; (ii) subject to the implementation of all suitable technical and organizational measures; and (iii) if the transfer is made to a country, or access occurs from a country, for which the EU has not determined that it offers an appropriate level of protection for the rights and freedoms of the Data Subjects in conjunction with the processing of Personal Data, only after implementation of such measures and conclusion of all necessary documents to ensure that the customer can comply with the Data Protection Laws in conjunction with such a transfer; (E) not hire a sub-Processor or authorize another third party (with the exception of the Supplier's own employees who have received corresponding training on how to handle Personal Data) to process the Personal Data unless (i) it obtained written permission from Durbal in advance; and (ii) the proposed sub-Processor has concluded a contract with the Supplier that establishes obligations for the sub-Processor corresponding to those established for the Supplier in this section; (F) remain liable for the actions and omissions of its sub-Processor as if these were its own; (G) provide Durbal with all necessary support and information so that Durbal can meet its obligations to respond to inquiries by Data Subjects or supervisory authorities according

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to the Data Protection Laws; (H) permit Durbal (either itself or through external auditors engaged by Durbal) to audit the Supplier's compliance with these conditions, with appropriate advance notice, and grant Durbal appropriate access to the Supplier's documents, facilities, records, and systems where necessary for the purpose of such audits; (I) notify Durbal without delay if: (i) a security violation or suspected security violation exists with regard to Personal Data; (ii) Personal Data is used by, shared with, or viewed by a third party, or if there is a suspicion that this has occurred (subject to the exceptions named in this Section X); (iii) Personal Data is lost, damaged, destroyed, or otherwise rendered unusable; or (iv) the Supplier receives an inquiry regarding the rights of the Data Subject or another notification regarding this data; and to treat the circumstances according to Durbal's instructions in each of the above cases; (J) at Durbal's discretion, delete all Personal Data or return it to Durbal and delete any copies after the fulfillment of the obligations from the Contract, unless otherwise established by the Data Protection Laws.

Information Security

1. The Supplier hereby agrees: (i) to develop, implement, maintain, monitor, and update an appropriate cybersecurity program in written form that includes administrative, technical, organizational, and physical precautions, security measures, and measures to raise awareness about security issues; and (ii) to install and implement security hardware and software that is designed to (A) protect the security, availability, and integrity of the Supplier's network, systems, and operations, and to protect the products and services as well as Durbal's confidential information from loss or unauthorized modification, disclosure, control, access, and usage; (B) prevent security incidents; and (C) fulfill the requirements of a generally accepted cybersecurity framework in order to create a resilient control environment or an equivalent security protection level that is appropriate for the relevant information and the current security solutions in each case.

2. The Supplier shall inform Durbal without delay of any actual or legitimately suspected violation of the Supplier's security that could potentially lead to the following or has led to the following: (i) the loss or unauthorized modification, disclosure, control, unauthorized access, or unauthorized use of confidential information; or (ii) unauthorized access to Durbal's information technology systems, operating technology systems, networks, internet-capable applications, or devices, or to the data contained in such systems. Such notification shall be sent to einkauf@durbal.de.

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3. The Supplier's notification to Durbal must include a complete description of the violation, and the Supplier must (i) take all reasonable measures without delay to investigate the violation, reduce its impact, and/or rectify it; (ii) provide Durbal with all information that becomes known at a later point and that could help Durbal investigate, reduce, and/or rectify the impact of the violation on Durbal's IT systems or confidential information, (iii) obtain approval from Durbal before transmitting or sending to third parties any notifications, submissions, announcements, press releases, or other reports relating to the involvement of Durbal's IT systems or confidential information in the violation; (v) at the Supplier's expense, provide all additional information and take all further steps or remedial measures that Durbal considers to be appropriately justified.

Other Rights and Legal Remedies

1. The Supplier hereby acknowledges that a violation of the Contract by the Supplier could cause irreparable damage to Timken, for which financial damage compensation could be difficult to measure or legal remedies could be inadequate. The Supplier therefore agrees that Durbal is entitled to submit a fulfillment claim for each violation or threatened violation of the Contract by the Supplier, or to impose an action for injunction, without the need for a deposit or guarantee. Durbal can request a temporary and/or permanent injunction (or another similar legal remedy under applicable law) from any responsible court or any other responsible authority, and these courts can apply local laws to decide whether the injunction will be granted.

2. The rights and legal remedies of Durbal that are described in the agreement apply in addition to all other legal or equitable rights or legal remedies that are available to Durbal.

Place of Jurisdiction and Place of Fulfillment

1. As long as the Supplier is a registered trader, the place of fulfillment and place of jurisdiction for all disputes arising between the parties on the basis of a contractual relationship (including complaints relating to checks) shall be our registered place of business and/or the higher regional court.

2. The laws of the Federal Republic of Germany apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

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3. Orders placed with Suppliers in other countries are also exclusively subject to the laws of the Federal Republic of Germany. For these orders, the place of jurisdiction is the registered place of business and/or the higher regional court.

Sustainability

Durbal is committed to the principle of sustainability, with the goal of not simply generating profits, but generating profits in an environmentally and socially responsible way. Because natural resources in particular are limited and we must treat our environment with care, it is Durbal's duty to handle these resources in a sustainable manner, recognize their limits, and pay attention to the environment. The principle of sustainability also includes our social interactions with each other and the creation of working conditions that promote fair, healthy, and respectful interactions. Durbal sees these principles not just as a guideline for a company that acts responsibly, but also as a call to action for itself and the entire supply chain. Consequently, Durbal has created the following principles for itself, and requires its suppliers and their sub-suppliers to implement them correspondingly:

Environmental Requirements

Create and implement environmental management systems

Actively address ecological challenges

Prevent harm to the environment and to health

Waste and recycling

Personnel training

Social Requirements

Freedom of assembly

No discrimination

No forced labor

No child labor

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Compensation and payment

Working hours

Occupational health and safety

Other

1. The Supplier is not entitled to assign its rights or duties from the Contract. Any attempt at assignment is invalid unless Durbal agreed to such an assignment in writing in advance. Durbal can assign its rights from the Contract to its affiliates and transfer its rights and duties from the Contract to a third party, in conjunction with the sale of its entire business or a portion thereof.

2. If any provision of the Contract is declared invalid, the remaining provisions shall remain in effect and the invalid provision shall be replaced by a provision that is valid and enforceable, and that as closely as possible approximates the intent of the invalid provision.

3. Regardless of any disputes, differences of opinion, or claims arising from or in conjunction with the Contract, the Supplier shall continue to fulfill its obligations from the Contract without delay or interruption, including the timely delivery of products and provision of services, until such a dispute is definitively resolved. Failure to continue providing the service shall be considered a significant breach of contract and can lead to cancellation for good cause by Durbal.

4. All provisions that by their nature apply beyond the expiration or cancellation of the agreement shall remain in effect even after the expiration or cancellation of the agreement.

5. The Contract does not establish a representation, partnership, or any other relationship except the one between independent parties to the Contract. The Supplier is not authorized to bind Durbal or to take on obligations for Durbal.

6. A reference in this Contract to an agreement or approval by Durbal is also considered a reference to an agreement or approval by a representative of Durbal that was properly authorized by Durbal to grant such agreement or approval.

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7. Durbal can provide translated versions of these Terms and Conditions for purely informational purposes. In the event of inconsistencies with regard to the meaning or interpretation of individual provisions, the original English version is definitive.

8. The Supplier can in no way advertise or publish the fact that it is contractually obligated to deliver the products or services to Timken, and it cannot use any Durbal brand names or trade names on its goods, in its advertisements, or in its promotional materials unless Durbal has agreed to this in writing in advance.

9. The Supplier shall notify Durbal in writing at least 180 days in advance if it intends to cease manufacturing, selling, or providing products or services that are delivered in the context of the Contract. Following such notification, the parties shall without delay initiate discussions in good faith to establish transition measures; among other things, these can include acceptance agreements using the prices valid at that time, further supply obligations, or other measures to minimize operational disruptions for Durbal. The Supplier shall fully cooperate to ensure an orderly transition and the continuity of deliveries during the agreed transition period.