

General terms and conditions of purchase

1. Conclusion of contract
 - 1.1 Orders placed with companies are based solely on these general terms and conditions of purchase. Any other form of terms and conditions or other terms and conditions of the supplier in the offer and order confirmation are not recognised. Deviating conditions are only binding if they have been issued by the customer or confirmed in writing. Correspondence must be made with the ordering purchasing department, which is the only department entitled to make legally binding declarations to the supplier.
 - 1.2 The supplier must confirm acceptance of the order within 10 days of the order date. If the supplier confirms the order with deviating conditions, the customer's silence shall not be regarded as consent.
 - 1.3 Confirmation constitutes supplier acceptance of these general conditions of purchase without reservation.
 - 1.4 Agreements are only valid if they have been made in writing.
2. Prices, terms of payment
 - 2.1 The agreed price for the ordered goods and other services is fixed and is free from the place of use given by the customer, including packaging and freight costs. Transport insurance premiums are not reimbursed because the customer is self-insured.
 - 2.2 If a price has been agreed 'ex works' or 'ex warehouse', the customer will only accept the cheapest freight costs. Any costs incurred until delivery to a carrier shall be borne by the supplier.
 - 2.3 If by exception a fee has been agreed for packaging, the supplier shall credit the packaging to the customer at 2/3 of the value charged for the carriage-paid return to the place of dispatch. The customer can also deduct the value from the invoice amount.
 - 2.4 Rights of set-off and retention rights are available to the customer to the extent allowed by law.
3. Transfer of risk, place of performance
 - 3.1 Delivery is at the expense and risk of the supplier. The risk of accidental loss or accidental deterioration passes to the customer upon acceptance of the delivery or service at the respective place of use.
 - 3.2 The place of performance for any supplier deliveries and services is the respective place of use for the customer.
4. Delivery period
 - 4.1 The delivery dates stated by the customer are binding.

- 4.2 In the event of delayed delivery or performance, the customer is entitled to assert all legal and contractual claims arising from this without limitation.
- 4.3 If the supplier recognises that it is unable to meet the delivery and performance deadlines, it must inform the customer immediately.
- 4.4 On the day of dispatch, a copy of the delivery note must be sent by post as a dispatch note. The original papers must be attached to the goods.
- 4.5 If the supplier is in default, the customer is entitled to demand a contractual penalty of 0.3% of the net order value per calendar day the delivery is delayed, which is limited to 5% of the net order value. The customer is entitled to assert a contractual penalty in addition to performance. Deviating from Section 341 (3) of the German Civil Code (Bürgerliches Gesetzbuch, BGB), it is sufficient if the customer asserts reservation of the contractual penalty within 14 days of having received the delayed delivery or later by making an appropriate invoice deduction against the supplier. The customer is entitled to assert any damages resulting from the delay, which may exceed the amount of the contractual penalty forfeited.
- 5. Third-party rights
 - 5.1 Deliveries are made without retention of title and other restrictions.
 - 5.2 Third-party rights to items to be supplied by the supplier must be disclosed to the customer without being requested to do so.
- 6. Initial inspection, liability for defects
 - 6.1 Inspection and notification duties or obligations do not commence prior to complete delivery of the goods.
 - 6.2 The supplier acknowledges that the customer shall carry out its initial inspection properly through random sampling with respect to the identity of the goods, weight, dimensions and appearance without undue delay after delivery and no later than 14 days after delivery.
 - 6.3 The customer is not obliged to carry out technical functional tests or other inspections.
 - 6.4 The customer must provide notification of delivery defects, which are discovered in the aforementioned investigations without undue delay and no later than 14 days after discovery. Notification of hidden delivery defects must be given within 14 days of discovery.
 - 6.5 The customer is entitled unrestrictedly to legal claims for defects. In any case, it is entitled to demand that the supplier removes any defects or delivers a new item, at its discretion. If there are specific indications of defective deliveries, the customer has the right to check the suitability of the goods itself or at an independent testing institute at the supplier's expense. Any further rights, in particular claims for compensation for damages, remain reserved.

- 6.6 For a withdrawal due to a defect, it is not necessary to set a deadline for supplementary performance, if the supplier has not carried out the supplementary performance despite the expiry of a reasonable deadline from a point in time at which the customer informed him of the defect, if a defect becomes apparent despite the supplementary performance attempted by the supplier, if a defect is so serious that the immediate withdrawal is justified, if the supplier has refused the proper supplementary performance or if it is obvious from the circumstances that the supplier will not properly supplementary perform. In all of the aforementioned cases, no deadline need be set for a claim for damages due to a defect.
- 6.7 The statutory rules for recourse in the supply chain remain unaffected.
- 6.8 The customer is entitled to remedy the defect itself at the expense of the supplier if the supplier defaults on its duty to carry out supplementary performance or if there is special urgency.
- 6.9 The limitation period is 36 months from the date on which risk is transferred. This period shall be extended by the period in which the supplier carries out supplementary performance measures, from receipt of the customer's notice of defects until the supplier declares completion of the measures in writing or until the supplier rejects further supplementary performance in writing. In the event of self-supplementary performance in accordance with section 6.8, this period shall be extended by the period of time it takes to complete supplementary performance.
- 6.10 If a defect has become apparent within the limitation period, the limitation period shall not commence before the expiry of 4 months from the time when the defect first became apparent.
- 6.11 If the customer has handed over the goods to the supplier for supplementary performance, the limitation period for claims based on the asserted defect shall not commence before the expiry of 2 months after the date on which the repaired or replaced goods were handed over to the customer.
- 7. Liability, indemnification, recall, insurance
 - 7.1 The supplier's liability is unlimited in accordance with legal regulations.
 - 7.2 If the customer's buyers or third parties claim compensation for damages from it, regardless of the domestic or foreign legal grounds, the supplier shall indemnify it from such claims - including the associated costs of legal defence - insofar as it caused the damage and, if the applicable law provides for rights based on fault, insofar as it is responsible for the offence that established liability.
 - 7.3 Within the scope of its liability for damages within the meaning of section 7.2, the supplier is also obliged to compensate for necessary and reasonable expenses resulting from the fact that the delivery item is not safe, with particular reference to recalls. Any contributory negligence on the part of the customer must be taken into account. If possible and reasonable, the customer will inform the supplier of the content and extent of the measures to be carried out and give it the opportunity to comment. This does not affect any other legal claims.

- 7.4 In addition, if the customer or its buyers are subject to market surveillance authority measures, the supplier shall be obliged to provide all necessary information and assistance that the customer or its buyers requires without undue delay in order to avert or implement the authority measures. Any costs or expenses incurred by the supplier in this regard will not be reimbursed.
- 7.5 The supplier is obliged to take out and keep product liability insurance with cover of at least EUR 10 million for each instance of personal injury/property damage. If the customer is entitled to further claims for damages, these remain unaffected. The supplier is obliged to provide suitable evidence of the scope and the existence of insurance to the customer on request.
8. Rescission
If there is a change in the conditions that govern the conclusion of the contract that occurs before fulfilment of the contract by the supplier which is not the customer's fault, the customer is entitled to demand fulfilment of the contract at a period later than the deadline agreed or to withdraw from the contract in whole or in part.
9. Drawings and tools
- 9.1 If drafts, drawings or tools are required to carry out orders, the customer's written approval is required. The supplier is obliged to discuss the design and concept with the customer prior to the creation of tools using drawings, without this limiting its responsibility for proper fulfilment in accordance with the contract. Unless expressly agreed otherwise, this also applies to the supplier's warranty and guarantee obligations with regard to the delivery item as well as to customer suggestions and recommendations.
- 9.2 After completing work or construction, the corresponding tool drawings and technical documents must be sent to the customer free of charge and ownership transferred to it no later than the date of acceptance. The customer must be immediately notified of any changes made by the supplier after acceptance. Drawings, tools, patterns and other documents or items may not be used beyond the contractual purpose or made available to third parties without the customer's written consent. These remain the property of the customer and must be immediately returned to the customer when not in use or after completing the order.
- 9.3 The supplier must manage, maintain and protect the items and documents owned by the customer at its own expense and insure them to an adequate extent.
10. Invoicing and payment
- 10.1 Invoices are not to be attached to the consignment, but sent separately after delivery for each order, and must include the order number.
- 10.2 Payment is made via the means of payment chosen by the customer. This means of payment constitutes fulfilment of the performance owed by the customer.

- 10.3 Payment is made within 30 days net (or as agreed) calculated from the receipt of the service in return, receipt of the service after provision of the service in return, or from a later time point determined by the supplier.
- 10.4 Customer payments do not constitute recognition of the billing or the delivery or service being in accordance with the contract and being free of errors and are therefore expressly subject to verification for accuracy and regularity.
- 11. Assignment and offsetting
Offsetting against supplier counterclaims disputed by the customer or not established in a legally binding way are not admissible. The same applies to the assertion of a right of retention.
- 12. Property rights
 - 12.1 If there are industrial property rights in connection with the delivered goods, the supplier transfers the unrestricted right to use these rights to the customer with the delivery, insofar as this is necessary for the contractual use of the goods.
 - 12.2 The supplier indemnifies the customer and its buyers against claims asserted by third parties against the customer for any infringement of property rights or copyrights with respect to the delivered goods. The supplier is obliged to compensate the customer for any resulting damages.
- 13. Blanket orders and call-off orders
The customer is entitled to withdraw from blanket orders and on-call orders if the goods supplied or services provided for individual call-offs do not correspond with the agreed quality requirements with respect to the agreed execution.
- 14. Retention of title
 - 14.1 The supplier is entitled to the retention of title requested of it, if this expires with the payment of the remuneration agreed upon for the delivered item (reserved goods) and the customer is authorised to resell it in the ordinary course of business.
 - 14.2 If further processing is carried out or resale takes place instead of retention of title, the customer hereby assigns the receivables due to it from the resale of the item newly manufactured using the reserved goods to the supplier in the amount of the invoice value of the reserved goods delivered by the supplier for security if a reservation of title pursuant to paragraph 1 has been effectively agreed. If the receivables against its buyers are included in a current account, the assignment relates to the corresponding part of the balance, including the closing balance from the current account.
 - 14.3 The supplier hereby assigns the receivables assigned under section 14.2 back to the customer, under the condition precedent that the customer pays the amount invoiced for the respective reserved goods.

- 14.4 The customer is authorised to collect receivables assigned to the supplier. Revocation of the authorisation is only effective if the customer violates payment obligations from the transaction underlying the delivery of the respective reserved goods. Under this condition, the supplier can also demand that the customer informs it of the assigned receivables and the debtor and notifies the debtor of the assignment, or it may notify the debtor itself.
15. Minimum Wage Act
The supplier is obliged to comply with all obligations imposed on it by the Minimum Wage Act. In addition, the supplier is obliged to only use subcontractors who have committed themselves to comply with their obligations under the Minimum Wage Act. At the request of the customer, the supplier is obliged to provide proof of compliance with the Minimum Wage Act. The supplier is obliged to indemnify the customer against all claims and costs incurred because of claims due to not paying its own employees or employees of subcontractors the minimum wage. In the event of a breach of duty by the supplier under the Minimum Wage Act, the customer is also entitled to terminate the contract extraordinarily and without notice for good cause.
16. Non-disclosure
The customer retains ownership in and the copyrights to offers, illustrations, drawings, calculations and other documents. They may not be made accessible to third parties without the prior written consent of the customer. They are to be used exclusively for the purposes of the contract. After completion of the contract, they must be returned to the customer without being requested to do so.
- 16.2 The non-disclosure obligation also applies after the contract has been completed.
17. Place of jurisdiction, applicable law, supplementary regulations
- 17.1 The place of jurisdiction is Hagen. However, the customer may also sue the supplier at its general place of jurisdiction.
- 17.2 The law of the Federal Republic of Germany applies exclusively. If the supplier is established outside of Germany, the CISG (UN Convention on Contracts for the International Sale of Goods) applies with the following special regulations: (a) Amendments or cancellations to the contract must be made in writing; this also applies to agreements on the abandonment of this written form agreement. (b) In the event of a culpable breach of contract, the supplier shall also be liable for any unforeseeable damages upon conclusion of the contract. (c) If goods that do not conform with the contract are supplied, the customer may demand a replacement delivery from the supplier if the lack of conformity constitutes an essential breach of contract. An 'essential' breach of contract includes instances where goods are only manufactured or distributed by the supplier or where it is unreasonable for the customer for any other reason to purchase the goods from a third party. (d) If goods that do not conform with the contract are supplied, the customer may terminate the contract if the

lack of conformity constitutes an essential breach of contract. An 'essential' breach of contract includes instances where damage is difficult or impossible to estimate, if there is an intangible loss, if a claim for compensation for damages is excluded under Article 79 V of the CISG, and if trust in the supplier's reliability has been damaged on a permanent basis due to long-term bad debt issues, or if the lack of conformity of the goods reaches such an extent that the sale of goods in the ordinary course of business is no longer possible.

18. Partial invalidity

If individual conditions are invalid, the remaining provisions shall remain fully valid. A regulation that best approximates the meaning and purpose of the invalid clause shall readily replace any ineffective provisions within the legal framework.

19. German version takes precedence

These general conditions of purchase shall be interpreted in accordance with German law. If the legal meaning of a translation deviates from the German legal meaning, the German meaning takes precedence.

Important note:

The safety regulations displayed in the plants must be observed for of repair, assembly, and installation work.

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