

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. Scope of Application

- 1.1 These General Terms and Conditions of Purchase ("**GT&CP**") shall apply to all business relations concerning deliveries and other services ("**Services**") between the supplier or service provider ("**Contractor**") and STAHLWERK ANNAHÜTTE Max Aicher GmbH & Co. KG ("**SAH**") if the Contractor is a natural person or legal entity or a partnership with legal capacity who, when entering into the legal transaction, is acting in exercise of their trade or independent professional activities.
- 1.2 SAH's order, its acceptance of the Contractor's offer or its confirmation of the order as well as the contract concerning the execution of any Services by the Contractor for a fee shall be subject to these GT&CP. These provisions shall also be the basis for every such individual transaction between SAH and the Contractor in future. However, deviating agreements (including side agreements, supplements and amendments) entered into with the Contractor in any individual case relating to sections of these GT&CP or the exclusion thereof shall take precedence over these GT&CP to an extent commensurate with the deviating agreement. A written contract or SAH's written confirmation shall be decisive for the content of such agreements unless proven otherwise. This shall also particularly apply to verbal agreements that conflict with these GT&CP and have been entered into with the Contractor by employees and/or representatives of SAH.
- 1.3 Where terms and conditions of sale of the Contractor conflict with, deviate from or supplement these GT&CP, such terms and conditions are hereby expressly objected to unless their validity is accepted by SAH in writing. The fact that the contract has been carried out shall not justify a conclusion that SAH waives this objection. This objection shall apply even if the Contractor has specified a special form for the objection. If an objection is excluded in the Contractor's terms and conditions of sale, the statutory provision shall take the place of the non-congruent provisions in the terms and conditions of purchase and sale.
- 1.4 Any references to the application of statutory provisions shall be relevant only as clarification. Therefore, the statutory provisions shall apply even without such clarification, except where they have been directly modified or expressly excluded in these GT&CP.

### 2. Conclusion of a Contract

- 2.1 Enquiries from SAH shall be subject to change without notice and therefore be non-binding ("**Enquiries**") unless, in the respective case, they are expressly designated in writing as binding or contain a specific time limit for acceptance ("**Order**"). If an Order without a specific time limit for acceptance is not accepted by the Contractor within two weeks of receipt, in writing or by unreservedly carrying out the service, SAH shall be entitled to cancel the Order. Delivery call-offs within the framework of an ordering and call-off plan shall become binding unless the Contractor objects within two working days of receipt. If the Contractor is late in accepting an Order or makes its acceptance of the Order subject to additions, restrictions or other changes, the content of subsection 2.3 shall apply.
- 2.2 SAH shall retain ownership of and/or all rights of use in the Enquiries and Orders submitted by it as well as in drawings, illustrations, calculations, prospectuses, catalogues, models, tools and other documents and aids made available to the Contractor. Without SAH's express consent, the Contractor shall not make these items as such or their content accessible to third parties or make them known or use or reproduce them itself or through third parties. Upon SAH's request, the

Contractor shall completely return these items to SAH and destroy any and all copies made if the Contractor no longer needs these in the ordinary course of its business, or if negotiations do not lead to the conclusion of a contract. By way of exception, data made available electronically may be stored for customary data backup purposes.

- 2.3 Cost estimates shall be binding and not be subject to a fee unless otherwise expressly agreed upon. Unless a deviating time limit for acceptance has been expressly declared, SAH may accept the Contractor's offers of a contract within thirty days of receipt. A contractual relationship shall be brought about only insofar as SAH expressly declares to the Contractor its acceptance of the offer ("**Declaration of Acceptance**"). The content of this Declaration of Acceptance, or of the Order, shall be decisive for the scope of performance. Silence on the part of SAH in response to an offer from the Contractor shall not constitute acceptance. The same shall also apply to commercial letters of confirmation sent by the Contractor electronically unless electronic transmission between both parties has been agreed upon for the business relationship, and transmission is effected to the address expressly specified for receiving such declarations. SAH's Declaration of Acceptance must be in writing. This shall also apply to side agreements, supplements and amendments to the contract; subsection 1.2, sentences 4 and 5 shall apply accordingly. Where purchases are based on any of the contractual phrases in the Incoterms, the ICC Incoterms shall apply as up to date at the time of the conclusion of the respective contract.
- 2.4 The Contractor shall expressly point out in its offer any deviations from SAH's enquiry and shall additionally offer SAH alternatives that are more favourable technically or economically compared to the enquiry. With every offer that the Contractor makes, it shall, with regard to its expertise, autonomously check the specifications and requirements concerning the service, taking into account the purpose of use communicated or evident to the Contractor as well as the other information provided by SAH, for completeness, consistency, mistakes and errors (e.g. typing or arithmetical errors) and communicate to SAH in writing without delay, prior to or no later than with the submission of the offer, any reservations, misgivings or restrictions concerning the service.
- 2.5 Transmission by telecommunication, in particular by email or telefax, shall suffice to meet the written form requirement, provided that a copy of the signed declaration is sent; the signature shall not need to be handwritten in this respect. Legally relevant declarations and notifications regarding the implementation of the contract (e.g. delivery call-offs, setting of a time limit, reminder, rescission) shall, without prejudice to statutory requirements of form, be submitted in writing, i.e. in written or text form (e.g. letter, email, telefax).
- 2.6 Services and works shall be governed by SAH's supplementary **Special Terms and Conditions of Purchase for Services / Works**.

### 3. Service

- 3.1 The Contractor shall adhere to the performance periods (deadline or time limit for performance) agreed upon for the Services, "time limit" meaning a delimited period, i.e. a specific or at least determinable period, and "deadline" meaning a specific point in time. In the case of deliveries of goods, delivery of the defect-free goods along with the necessary shipping documents during normal business hours at the location specified in the contract ("**Place of Performance**") shall be decisive for adherence to the performance period. If a delivery involving assembly or customer service has been agreed upon, the hand-over of the defect-free goods following proper execution of the assembly or service shall be decisive for adherence to the performance period. Insofar as

acceptance is provided for by law or is contractually agreed, the time of acceptance shall be decisive. Premature Services or partial, reduced or extra deliveries/Services shall require SAH's prior written consent; SAH shall otherwise be entitled to reject these to the detriment and at the expense of the Contractor.

- 3.2 If goods are the deliverable to be performed, the Services shall, unless otherwise agreed, be provided to SAH at the Place of Performance on a DAP basis or, in the case of cross-border deliveries, on a DDP basis in accordance with the respective up-to-date INCOTERMS, with these clauses being applied accordingly in the case of works or other Services. If the Place of Performance has not been specified and nothing to the contrary has been agreed, the Service shall be rendered at SAH's registered office. On SAH's works grounds, the applicable safety regulations shall be complied with. The respective Place of Performance shall also be the place where the Contractor has to perform its obligation (debt to be discharged at creditor's domicile). Provision of the delivery/service at a place of receipt other than that specified by SAH shall not bring about any passage of risk to the detriment of SAH even if the delivery/service is taken receipt of at this place. The Contractor shall bear the extra costs ensuing as a result of the delivery/service having been rendered at a place of receipt other than that agreed upon.
- 3.3 If agreed performance periods are not adhered to, the statutory provisions shall apply. In particular, SAH shall be entitled to claim damages in lieu of performance after a reasonable grace period set by SAH has expired to no avail. SAH's claim to the delivery shall not be excluded until the Contractor has paid the damages. If the Contractor foresees difficulties in respect of manufacturing, the supply of primary material, adherence to the performance period or similar circumstances that could hinder the Contractor in rendering the Service in due time or in the agreed quality, the Contractor shall notify SAH in writing without undue delay, stating the reasons and the expected duration. The Contractor may invoke non-receipt of necessary documents, information, material and packaging to be delivered by SAH only if the Contractor has sent a written reminder regarding these and has not received them within a reasonable period.
- 3.4 Unreserved acceptance of a Service performed late shall not constitute a waiver of the compensation claims to which SAH is entitled as a result of late delivery or performance.
- 3.5 The values ascertained by SAH upon inspection of the incoming goods shall be decisive for numbers of units, weights and measures unless proven otherwise.
- 3.6 The scope of performance shall include the following among other things:
  - the Contractor shall transfer to SAH its ownership of all technical documents (also for subsuppliers) and of other documents necessary for new production, servicing and operation. These documents must be written in the German language;
  - the Contractor shall transfer all rights of use that are necessary for use of the Services by SAH or third parties, taking into account any patents, supplementary protection certificates, trademarks and utility models;
  - SAH shall have the unlimited right to carry out, itself or through third parties, corrective maintenance of and alterations to the Service received and, furthermore, to manufacture spare parts, itself or through third parties.

#### 4. Quality, Environment, Energy

- 4.1 The Contractor shall conduct and maintain effective quality assurance and prove this to SAH if so requested. The Contractor shall, at SAH's request, set up and maintain a documented, state-of-

the-art quality and environmental management system that is suitable in terms of type and scope. The Contractor shall create records, in particular concerning its quality inspections, and make these available to SAH on request. SAH shall be entitled to review, itself or through appointed third parties, the effectiveness of this quality assurance and environmental management system ("quality audits" and/or "environmental audits").

- 4.2 The Contractor shall be responsible for ensuring compliance with all statutory and safety-related requirements for hazardous and particularly hazardous materials that are restricted under the Chemicals Prohibition Regulations [Chemikalien-Verbotsverordnungen] in the country of manufacture and the country of acceptance. In the case of all materials, preparations and products delivered/provided to SAH, the Contractor shall fulfil the requirements and measures resulting from the REACH Regulation.
- 4.3 The Contractor acknowledges SAH's environmental and energy policy and shall take this policy into account within the framework of its contractual commitments. SAH's Supplier Code of Conduct, which is viewable at <https://www.annahuette.com/en/home/downloads/supplier-code-of-conduct>, shall apply.

## 5. Retention of Title

When the deliverables are handed over to SAH, ownership thereof shall be transferred to SAH unconditionally and regardless of whether the price has been paid. If SAH accepts from the Contractor an offer for transfer of ownership that is conditional upon payment of the purchase price, the Contractor's retention of title shall lapse no later than upon payment of the purchase price for the goods delivered. Prolonged or any further retention of title by the Contractor is excluded.

## 6. Prices, Payments, Retention

- 6.1 The price agreed upon between the parties is a binding fixed price that includes everything to be effected by the Contractor in order to fulfil its duty to perform. In case of doubt, the price specified by SAH in the Order or in the Declaration of Acceptance shall apply. Unless otherwise agreed upon in writing in any individual case, the price shall be deemed to compensate for all Services and ancillary services from the Contractor as well as all costs and incidental costs such as, for example, packaging, customs duty, import levies, transport costs, including transport insurance where necessary. If the Contractor has taken on assembly or installation, this shall also apply to the expenditure necessary for this. All prices are subject to value-added tax at the statutory rate.
- 6.2 Payments shall be made only after receipt of proper invoices that show the content prescribed by law and contractually agreed, in particular that fulfil the provisions of value-added tax law and separately show value-added tax. SAH's order number must always be quoted. Unless otherwise agreed upon in writing, payment shall be made within thirty days with a 2 % cash discount or within sixty days, in each case from receipt of a verifiable invoice and proper fulfilment of the order. Proper fulfilment of the order shall include in particular receipt of the goods or, in the case of other Services, acceptance of the Services and, where the scope of performance includes documentation, test certificates (e.g. factory certificates) or similar written material, hand-over thereof to SAH in accordance with the contract. Payments by SAH shall be considered timely if they are executed on the due date, or the bank or the payment service provider is commissioned with the payment on the due date.
- 6.3 SAH shall not owe overdue payment interest. Default interest shall amount to five percentage points above the base interest rate annually. The commencement of default shall be governed by

the statutory provisions. In any event, default shall not commence until SAH has received a written reminder from the Contractor. SAH shall invariably be entitled to prove that the loss caused by default is lower than claimed by the Contractor.

- 6.4 The Contractor shall be entitled to rights of retention only on the basis of counter-claims against SAH that are undisputed or have been determined by a final and non-appealable court judgement. The return of any packaging must be expressly agreed upon in writing.

## 7. Notification of Defects

- 7.1 Unless otherwise laid down in a quality assurance agreement with the Contractor, the goods shall, upon receipt at SAH, be inspected for quality and completeness to the extent reasonable and technically possible for SAH. In the context of the incoming inspection, only examinations of the external condition as visible to the naked eye, but not examinations of the internal condition of the goods, shall be considered reasonable unless there are concrete indications of defectiveness.
- 7.2 Defects shall be reported by SAH without undue delay after discovery, whereby a minimum period of ten business days applies to promptness of the notification of defects. If the parties have agreed upon acceptance, or acceptance is provided for by law, SAH shall not be subject to any inspection and notification obligation upon receipt of the delivery.
- 7.3 In this respect, the Contractor waives the plea of late notification of defects.

## 8. Warranty Claims and Liability for Defects, Limitation

- 8.1 The Contractor warrants that its Service shall meet the relevant requirements, in particular that it shall be of the agreed quality and fulfil the intended purpose of use. The statutory provisions relating to defects in quality and in title shall apply unless otherwise provided for below. The right to damages, particularly the right to damages in lieu of performance, shall remain expressly in effect. SAH shall be entitled to the right of rescission even if the Contractor's breach of duty concerned is only insignificant.
- 8.2 SAH shall have the right to choose the method of cure by supplementary performance. The place of performance for supplementary performance shall be the place where the item is located as intended. This is the place where the item is located at the time of the notification of defects. The Contractor may refuse to accept the method of supplementary performance chosen by SAH if such method is possible only at a disproportionate cost.
- 8.3 If the Contractor fails to begin eliminating a defect after SAH has requested supplementary performance, SAH shall in urgent cases, following the setting of a reasonable short time limit for remedial action, in particular for averting acute dangers or avoiding major loss or damage, have the right to eliminate the defect itself or through third parties at the Contractor's expense.
- 8.4 In the context of supplementary performance, the Contractor shall bear the expenditure necessary for the purpose of supplementary performance, in particular transport, road, labour, installation, dismantling and material costs. If a defective Service results in additional costs and expenditure for SAH, in connection with the repair or replacement of the contractual item, but that could justifiably be incurred by SAH, in particular costs and expenditure for sorting, for an incoming inspection beyond the customary extent, for examining and analysing the defect, as well as in costs for calling in external personnel or its own personnel, the Contractor shall bear these costs unless it is not responsible for the defect. Any contributory fault on the part of SAH shall, in

accordance with Section 254 of the German Civil Code [BGB], be taken into account when determining the reimbursable costs.

- 8.5 The limitation period for claims based on defects in quality is - except in cases of fraud - three years unless the item has been used for a structure commensurately with its customary use and has caused this structure to be defective. The limitation period shall begin when the contractual item is delivered; insofar as acceptance is provided for by law or is contractually agreed, the time of acceptance shall be decisive. Where longer statutory limitation periods apply, these shall take precedence; this shall also apply to recourse claims under Sections 445a and 478 BGB.
- 8.6 If the Contractor fulfils its supplementary performance obligation by delivering a replacement, the limitation period for the goods delivered as a replacement shall begin anew upon their delivery unless, upon rendering supplementary performance, the Contractor has expressly and appropriately reserved the right to make the replacement delivery only as a gesture of goodwill in order to avoid disputes or in the interest of continuing the delivery relationship.
- 8.7 If third-party rights are infringed as a result of the contractual item, the Contractor shall indemnify SAH against third-party claims unless the Contractor proves that it is not responsible for the infringement. Additionally, the Contractor shall hand over to SAH on request, without delay, the information and documents that relate to its Services and are needed for defending against such third-party claims.
- 8.8 The limitation period is three years for claims based on defects in title and for indemnification claims in accordance with subsection 8.7. In these cases, the limitation period shall begin at the end of the year when the claim arose and SAH obtained knowledge of the circumstances giving rise to the claim and of the identity of the debtor, or would have obtained such knowledge but for gross negligence. Where longer statutory limitation periods apply, these shall take precedence. This shall also apply to the additional claim to information and documents that is referred to in subsection 8.7.
- 8.9 Where customers of SAH use a reference market procedure or a similar procedure customary in the automobile industry for determining and settling warranty claims against SAH based on defective products, this procedure shall also be applied likewise to the relationship between the Contractor and the SAH insofar as the defect is due to the Contractor's products.

## 9. Product Liability and Recall

- 9.1 If a claim is brought against SAH on the basis of product liability, the Contractor shall indemnify SAH against such claims where and insofar as the loss or damage has been caused by a defect in the contractual item delivered by the Contractor. In cases of liability based on fault, this shall however apply only if the Contractor is at fault. Insofar as the cause of the loss or damage lies within the Contractor's sphere of responsibility, the Contractor must prove that it is not at fault.
- 9.2 In the cases under subsection 9.1, the Contractor shall bear all costs and expenditure, including the cost of any legal action, unless the costs as a whole are unnecessary or unreasonable. The Contractor undertakes to maintain product liability insurance with a – blanket – sum insured of at least 5 million euros per case of personal injury / property damage and to prove this to SAH on request by means of a corresponding certificate of insurance; any further damage claims to which SAH is entitled shall remain unaffected.
- 9.3 In all other respects, the statutory provisions shall apply.

9.4 Prior to any recall campaign that is wholly or partly due to a defect in the contractual item delivered by the Contractor, SAH shall notify the Contractor, give it the opportunity to cooperate and discuss with it efficient implementation of the campaign unless it is not possible to inform or involve the Contractor due to particular urgency. Insofar as a recall campaign results from a defect in the contractual item delivered by the Contractor, the Contractor shall bear the costs of the recall campaign unless it is not responsible for the defect. Any contributory fault on the part of SAH shall, in accordance with Section 254 BGB, be taken into account in the sum of the costs to be borne by the Contractor.

## 10. Termination; Force Majeure

- 10.1 Even where the respective contract is not a contract for work and services, SAH shall have the right to terminate the contract at any time in whole or in part or prematurely discontinue it by unilateral declaration. In such case, the Contractor shall be entitled to demand payment for all Services rendered until then as well as appropriate remuneration for material procured and work delivered/performed; the Contractor shall however allow the deduction of expenditure that it saves as a result of termination, or of earnings that it makes or maliciously fails to make by using its capacities elsewhere. Further claims of the Contractor are excluded.
- 10.2 Furthermore, SAH shall be entitled to terminate the contract if the Contractor becomes insolvent, or the institution of judicial insolvency proceedings or similar proceedings (e.g. protective shield proceedings) concerning the Contractor's assets is applied for, or the Contractor discontinues the deliveries or payments.
- 10.3 Statutory rights and claims shall not be limited as a result of the provisions contained in this Section 10.
- 10.4 Force majeure, non-culpable business disruptions, unrest, measures imposed by a public authority and other unavoidable events shall, for as long as they persist, release SAH from its duty to accept in due time. During such events and for two weeks after they have ended, SAH shall – without prejudice to its other rights – be entitled to wholly or partly rescind the contract insofar as these events (i) are of a not insignificant duration and (ii) result in a significant decrease in SAH's demand. These provisions shall also apply in the event of labour disputes.

## 11. Export Control and Customs

- 11.1 The Contractor shall inform SAH, in its business documents, of any licensing requirements or restrictions for (re-)exports of its goods under German, European, US export and customs regulations as well as under the export and customs regulations of the country of origin of its goods and shall, for goods requiring licensing, send SAH the following information in due time prior to the first delivery and without undue delay in the event of changes (technical changes, statutory changes or regulatory determinations):
- SAH material number,
  - description of the goods,
  - all applicable export list numbers, including the Export Control Classification Number as per the U.S. Commerce Control List (ECCN),
  - trade-policy origin of the goods,
  - statistical goods number (HS code),
  - a contact person at its company for clarifying any queries.

- 11.2 The Contractor shall inform SAH, in a binding manner, of the trade-policy origin and the respective prescribed preferential origin for its goods. To this end, within 21 days after a request from SAH, the Contractor shall issue a long-term supplier's declaration for deliveries of goods within the European Union (EU) in accordance with the applicable EU implementing regulation. Furthermore, the Contractor covenants to enclose the respective prescribed proof of origin for deliveries of goods from a free trade agreement / preferential agreement country. The trade-policy origin shall be indicated on the respective commercial invoice, and a certificate of origin shall be issued if needed. In the case of an initial delivery, the origin data shall be communicated in writing no later than at the time of the initial delivery. Changes to the origin of the goods shall be reported to SAH in writing without undue delay.
- 11.3 For deliveries of goods across customs borders, the Contractor shall enclose with the delivery all required documents, such as a commercial invoice, delivery note and information for a complete and correct import customs declaration.
- 11.4 The Contractor shall support SAH with all means necessary for reducing or minimising any payment obligations of SAH regarding customs duties and/or customs clearance costs.
- 11.5 Irrespective of other rights and without liability in relation to the Contractor, SAH shall be entitled to rescind the contract concerned or terminate it without prior notice if the Contractor repeatedly fails to meet the obligations under subsections 11.1-11.4. If the declared origin is not accepted by the responsible authority due to deficient certification or lack of a possibility to check the origin, the Contractor shall compensate for the loss or damage arising as a result thereof unless the Contractor is not responsible for these consequences.

## 12. Provision of Materials

- 12.1 Materials, parts, containers, special packaging and tools provided by SAH shall remain SAH's property. These shall be used only as intended. Any processing of materials and assembly of parts shall take place on SAH's behalf. It is agreed that SAH shall, in the ratio of the value of the materials provided to the value of the product as a whole, co-own the products manufactured using SAH's materials and parts. These products shall, to this extent, be held in safekeeping by the Contractor on SAH's behalf.
- 12.2 The Contractor shall insure the tools belonging to SAH against fire damage, water damage and theft on a replacement value basis at its own expense. At the same time, the Contractor hereby already assigns to SAH compensation claims arising from this insurance; SAH hereby accepts this assignment. The Contractor shall carry out in due time, at its own expense, any and all necessary servicing and inspection work as well as all maintenance and corrective maintenance work on the tools from SAH. It shall report to SAH without delay any disruptive incidents that occur. If it culpably fails to do so, damage claims shall remain unaffected.

## 13. Prohibition of Advertising, Maintenance of Secrecy; Protection of Personal Data

- 13.1 The use of SAH's Enquiries, Orders and the correspondence relating thereto for advertising purposes shall require SAH's express written consent.
- 13.2 Even after having submitted the respective offers and/or carried out the contract, the Contractor shall maintain secrecy in relation to third parties regarding all operational processes, facilities, installations, documents etc., at SAH and its customers, that come to its knowledge in





connection with its activity for SAH. The Contractor shall impose corresponding obligations upon its performing agents and/or vicarious agents.

- 13.3 SAH shall process personal data electronically and non-electronically in conformity with the relevant data protection regulations for the performance of obligations arising from the business relationship, the law and business practice and shall retain these data for a corresponding period. To this extent, the personal data may be transferred to SAH's affiliates and business partners based in the EU and to non-EU countries.

#### **14. Place of Performance, Place of Jurisdiction and Applicable Law**

- 14.1 Unless otherwise agreed, the place of performance shall be the place where, according to the order, the goods are to be delivered or the service is to be rendered (subsection 3.2).
- 14.2 The exclusive – also international – place of jurisdiction for all disputes arising from or in connection with the business relationship between SAH and the Contractor shall be the court in the place where SAH's registered office is situated. SAH shall also be entitled to institute legal proceedings against the Contractor at the Contractor's place of general jurisdiction.
- 14.3 These GT&CP, the contractual relationship and all legal relations between SAH and the Contractor shall be subject to the laws of the Federal Republic of Germany, except for the conflict of laws rules or international uniform law. Applicability of the uniform UN sales law (CISG) is expressly excluded.
- 14.4 If a provision in these GT&CP is or becomes ineffective, this shall not affect the effectiveness of the remainder of these GT&CP. The statutory provision shall take the place of the ineffective provision.
- 14.5 The German version of the GT&CP shall prevail.