

§ 1

Validity of these General Terms and Conditions of Purchase (GTCP); defensive clause

- (1) These General Terms and Conditions of Purchase (GTCP) shall apply to all of our business relationships with our Supplier, service providers and subcontractors (hereinafter referred to as the "Supplier") regarding the purchase of goods or services (hereinafter referred to as the "Goods" or "Products"). However, they shall only apply if the Supplier is an entrepreneur within the meaning of § 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.
- (2) Our GTCP shall apply exclusively, even in cases where we issue orders, accept deliveries or other services or make indirect or direct reference to letters or similar items containing the Terms and Conditions of Business of the Supplier or of a third party, doing so in acknowledgement of the Supplier's Terms and Conditions of Business, and without reservation. We shall only acknowledge any contradictory, deviating or supplementary Terms and Conditions of Business of the Supplier by providing our explicit consent in writing to their validity.
- (3) These GTCP, as amended, shall also be regarded as a framework agreement (§ 305 (3) of the German Civil Code (BGB)) for future offers with the same Supplier and the agreements concluded with said Supplier regarding the sale and/or delivery of movable goods without having to refer to them once again in each individual case; should any changes be made to the GTCP, we shall inform the Supplier immediately in such cases.

§ 2

Conclusion of contract and contractual content; written form; reservation of rights; confidentiality

- (1) Only our written orders or orders confirmed in writing shall be binding. The Supplier may accept our orders by way of written confirmation within the commitment period specified therein, or alternatively within 10 working days (Monday to Friday, notwithstanding any public holidays) from the order date specified therein. The timely receipt of the declaration of acceptance at our address shall be decisive here. Each declaration of acceptance shall be regarded as being without reservation. Any declarations of acceptance that are late shall be regarded as new offers.
- (2) Transfer via fax or email shall suffice in order to safeguard the written form requirement within the meaning of these GTCP.
- (3) Individual contractual arrangements, including any such arrangements made verbally, shall take precedence over these GTCP. A written agreement or our written confirmation shall be decisive as proof of the content.

- (4) We shall reserve all property rights, copyrights and industrial property rights to any documents, materials and other items we have provided to the Supplier (e.g. order documents, plans, drawings, images, calculations, product descriptions, templates, models, tools and other physical and/or electronic documents, information and items). The Supplier may not make these items accessible or disclose them to third parties, or exploit, copy or alter them, neither in form nor in content, without our prior written consent. It may only use these items for the purpose of the agreement and must return them in full upon our request to do so, as well as destroy (and/or erase) any available copies (including electronic copies), as soon as it no longer requires them in the proper course of business or in accordance with the statutory retention obligations in place. It must confirm, upon our request, that they have been returned and destroyed/erased in full and/or demonstrate which of the aforementioned documents, materials and items it still requires for the aforementioned reasons.
- (5) The Supplier must also treat with the strictest of confidence, including after the end of the business relationship in place, any other information provided to the Supplier in conjunction with the order regarding quantities and prices, as well as any knowledge otherwise gained with respect to our terms and conditions, operational procedures and business secrets.

§ 3

"DDP Incoterms (2020)" and other delivery terms; transfer of risk; acceptance; default of acceptance; lump sum compensation for damages caused by default

- (1) In the absence of any other agreements, "DDP Incoterms (2020)" shall apply to all deliveries made to the delivery address stated in our order or, if no such address is explicitly stated, to the delivery address of our respective location placing the order.
- (2) The delivery time (delivery date or shipping time) stated in our order or otherwise stipulated in these GTCP shall be binding. If no such delivery time is stated in our order or is not otherwise agreed, it shall be 2 weeks from the date the agreement is concluded. The Supplier shall notify us in writing immediately if, for any reason, it believes it will be unable to meet a delivery time, along with details of how long the delay is expected to be. The Supplier shall be obliged to inform us at an early stage of any identifiable risks affecting compliance with agreed delivery dates and, upon request, to provide regular updates on the progress of performance.
- (3) The risk of accidental loss and accidental deterioration of the delivery shall only transfer to us once the delivery is made to our place of performance (§ 18 of these GTCP). This shall also apply if, by way of derogation from para. (1), a sale by delivery to a place other than the place of performance was agreed. If acceptance has been agreed, the risk shall only be transferred upon successful acceptance; the statutory provisions of the law applicable to works and services shall apply accordingly to such acceptance. The statutory provisions regarding the transfer of risk owing to any default of acceptance on our part (see para. (6) below) shall remain unaffected.

- (4) If the Supplier fails to provide its service, or fails to do so within the agreed delivery time, or is in default, our rights, particularly in relation to withdrawal or compensation, shall be defined in accordance with the statutory provisions in place. Our entitlement to a lump sum compensation amount in accordance with para. (5) below shall also apply in the event of default.
- (5) If the Supplier is in default, we may, in addition to any further statutory claims and performance, demand lump sum compensation for our damages caused by default amounting to 0.5% of the net price for the delayed delivery for each full week in default, although the total maximum amount of lump sum compensation for damages demanded may not exceed 5% of the net price of the delayed delivery. We reserve the right to provide proof of a higher amount of damage, and the Supplier reserves the right to provide proof that we have not incurred any damage at all, or only a significantly lower amount.
- (6) The statutory provisions in place shall apply to our default of acceptance, but the Supplier must explicitly offer its service to us if a date based on the calendar is set or can be set for an action to be undertaken by us.

§ 4

Prices, invoices, payment terms and late payment; offsetting and retention rights

- (1) The price stated in our order is binding and is a fixed price. The price is in accordance with "DDP Incoterms (2020)" (see § 3(1) of these GTCP), plus the statutory rate of VAT.
- (2) Unless otherwise agreed, the price includes all of the Supplier's services and ancillary services (e.g. design/assembly, mounting, installation, commissioning, set-up/adjustment, certificate of origin on demand) as well as any ancillary costs (e.g. complete packaging, transport, insurance of goods), taxes (for VAT, however, please see para. (1)), customs duties and other duties. The Supplier must return any packaging material upon our request, and at its own expense.
- (3) All order confirmations, delivery notes and invoices must in any case contain our order number, the order date, the item designation, the delivery quantity, our order confirmation number and the delivery address. The Supplier shall indicate the customs tariff number for the German Federal Statistical Office (Intrastat) on the invoice. If there is a delay in processing as a result of a lack of information provided, our payment term shall be extended by the length of the delay.
- (4) We shall make payment, without deduction, within 30 days of receipt of the complete invoice and receipt of the final invoice or equivalent payment schedule. If we make payment within 10 days, we shall be entitled to 3% discount on the net invoice amount. If we have reserved the right to fulfil the Supplier's payment demands only after reviewing or accepting its services, and unless otherwise agreed, we shall be entitled to a period of 15 days following our receipt of these services.
- (5) We shall not owe any late payment interest (§§ 352 and 353 of the German Commercial Code (HGB)). The late payment interest rate amounts to 5 percentage points p.a. above

the base rate. The statutory provisions in place shall apply to any late payment by us; by way of derogation from this, a written warning shall in any case be required from the Supplier for this purpose.

- (6) We shall be entitled to the statutory level of offsetting and retention rights and the right to raise objection to non-fulfilment of the agreement (§ 320 of the German Civil Code (BGB)). We shall in particular be entitled to retain payments insofar as we are entitled under the terms of the contractual relationship in place to make a claim for incomplete or deficient performance; this shall in any case apply unless our right to retain payment would contravene the principles of good faith, in particular when the defect or incomplete performance in question is an insignificant proportion of the whole (§ 320 (2) of the German Civil Code (BGB)).
- (7) The Supplier shall only be entitled to offset and assert a right of retention insofar as (a) its counterclaim established for this purpose is either undisputed or legally established, or (b) if the state of the proceedings at the time of the last hearing so permits in the case of enforcement via legal proceedings, or (c) the case in question entails mutuality (synallagma) for the main claim.

§ 5

Supplier's retention of title

- (1) The transfer of ownership of the goods to us shall take place unconditionally and regardless of our payment of the purchase price.
- (2) If, contrary to para. (1), the Supplier's retention of title is to be agreed in individual cases, this shall in any case exclude all forms of (a) extended retention of title, (b) retention of title extended to the resale, processing or reshaping of the goods, or (c) transferred retention of title, so that the retention of title only applies until payment for the goods delivered to us, and only to these respective goods as well.

§ 6

Material provisions; manufacturer's clause

- (1) § 2(4) of these GTCP shall apply accordingly, particularly with regard to our ownership status, to any materials, tools, devices and other items (e.g. software, finished goods and semi-finished goods) that we provide to the Supplier in order to fulfil the agreement in place with us (the "Supplied Items"). The Supplier must mark any Supplied Items as our property and must carefully look after them for us free of charge.
- (2) If any Supplied Items from us are processed or reshaped by the Supplier (§ 950 of the German Civil Code (BGB)), then it shall be the case that any such processing shall always be undertaken for us as the manufacturer in our name and on our behalf, and that we shall directly acquire ownership or, if the processing or reshaping is performed using materials from several owners or if the value of the newly created item is greater than the value of the Supplied Items, we shall acquire co-ownership (fractional ownership) of the newly created item in proportion to the value of the Supplied Items with the value of this newly created item. If the Supplied Items are combined with other items that do

not belong to us within the meaning of § 947 of the German Civil Code (BGB), or are mixed or blended with said other items within the meaning of § 948 of the German Civil Code (BGB), then we shall acquire co-ownership in accordance with the statutory provisions in place or, if the item supplied by us is regarded as the main item, we shall acquire sole ownership (§ 947 (2) of the German Civil Code (BGB)) of the newly created item.

- (3) We shall undertake the processing and reshaping as well as the combining, mixing and blending of the goods delivered to us in our own name and on our own behalf as the manufacturer, meaning therefore that we acquire ownership no later than completion of said actions according to the respective statutory provisions in place.

§ 7

Product quality; quality assurance system; traceability

- (1) The Supplier shall ensure that its goods and services are in line with the statutory provisions in place, the state of the art and the agreed product specifications. These include in particular the product law-related provisions in place in Germany and the EU.
- (2) The Supplier must establish and maintain a documented quality assurance system that is suitable in its nature and scope and in line with the state of the art. It must prepare records, including in particular in relation to quality testing, and must provide them to us immediately upon request.
- (3) The Supplier shall ensure its goods can be traced at all times. It must also take suitable measures to ensure that it is able to determine immediately which other Products may be affected in the event it discovers a fault with one of its Products.

§ 8

Rights in the event of material defects and defects in title or other breaches of duty; procurement risk

- (1) The various statutory provisions in place as well as these GTCP, including in particular the provisions stated below and § 9, shall apply without restriction to our rights in the event of material defects or defects in title for the goods in question or any other breaches of duty by the Supplier.
- (2) The statutory provisions in place (§§ 377 and 381 of the German Commercial Code (HGB)) and the provisions contained in this paragraph shall apply to our commercial investigation and notification obligations. Our investigation obligation shall be restricted to defects that are evident during our incoming goods inspection by way of an external examination, including the delivery documents, or upon spot checks during our quality control procedures (e.g. transport damage, wrong deliveries and short deliveries). There shall be no investigation obligation if acceptance has been agreed for certain services. Our notification obligation for any defects discovered at a later date shall remain unaffected.
- (3) If the goods are defective, we shall, at our discretion, be entitled to demand supplementary performance by way of rectifying the defect (rectification), or delivery

of an item free from defects (replacement delivery). If the Supplier fails to meet this supplementary performance obligation within an appropriate period of time set by us, we may rectify the defect ourselves (self-remedy) and demand from the Supplier compensation for any expenses incurred and/or an appropriate advance payment.

- (4) Unless explicitly agreed otherwise (such as an obligation to supply goods at hand, or "Vorratsschuld"), the Supplier shall bear the procurement risk for its services.
- (5) We do not acknowledge and shall reject any of the Supplier's warranty or liability-restricting clauses.

§ 9

Infringement of intellectual property rights of third parties

- (1) The Supplier hereby warrants that no intellectual property rights of third parties in Member States of the European Union (EU) and the European Economic Area (EEA), Switzerland, USA, Canada or other countries in which it manufactures or arranges the manufacturing of the Products shall be infringed by the Products it supplies.
- (2) The Supplier undertakes to indemnify us from all claims made by third parties against us as a result of an infringement of intellectual property rights according to para. (1), as well as reimburse us for any necessary expenses incurred in conjunction with this claim. It shall observe this indemnity obligation upon initial request by us. The claims according to sentence 1 of this paragraph shall not exist if the Supplier is able to demonstrate it was not responsible for the infringement of intellectual property rights, nor would it have been aware of said infringement if applying commercial due diligence at the time the delivery was made. Our claims resulting from defects in title shall otherwise remain unaffected.

§ 10

Compliance

- (1) The Supplier must comply with all applicable laws and other provisions. This applies in particular to provisions on combatting corruption, antitrust infringements, money laundering, child labour and terrorism, as well as to provisions regarding data protection, export control and economic sanctions.
- (2) The Supplier undertakes to implement suitable organisational measures within its organisation in order to prevent breaches of the obligation according to para. (1). The Supplier undertakes to ensure its representatives and subcontractors are contractually obligated to comply with the provisions stated under para. (1) and promote such compliance by way of suitable measures.
- (3) In the event there is reasonable suspicion of a breach of the provisions stated in para. (1), we shall be entitled to terminate the business relationship with the Supplier without notice. In such cases, the Supplier undertakes to indemnify us from any claims by third parties and government fines or other sanction payments.

§ 11

Statute of limitation

- (1) Unless otherwise specified below, the statute of limitation shall be in accordance with the statutory provisions in place.
- (2) By way of derogation from § 438 (1) (3) of the German Civil Code (BGB), the general limitation period for contractual claims arising from material defects and defects in title shall be three (3) years from the date of delivery to our place of performance (§ 18 of these GTCP). If acceptance has been agreed, the statute of limitation shall only commence upon the date of acceptance in accordance with the limitation periods stipulated by law.

§ 12

Product and manufacturer's liability; product liability insurance

- (1) If, in the course of assuming product or manufacturer's liability, a claim is made against us by a third party as a result of personal injury or material damage, and the damage in question can be attributed to a defective Product from the Supplier, then the Supplier must indemnify us from this claim, insofar as it is itself liable vis-à-vis third parties. It shall observe this indemnity obligation upon initial request by us.
- (2) If we arrange a recall owing to the defective nature of the Supplier's Product and the risk to individuals and/or property arising from this Product, the Supplier must also bear all of the recall costs. Any further statutory claims shall remain unaffected.
- (3) If the Supplier has evidence suggesting that it might be necessary to recall one of its Products that we have ordered, it must inform us immediately of this, specifying the reasons why.
- (4) The Supplier undertakes for this purpose to take out a product liability insurance policy, at its own expense, subject to the standard terms and conditions, with a minimum sum insured of EUR 10 million for each instance of personal injury or material damage; this policy does not, however, need to cover the risk of recalls or criminal or similar damages. Upon our request to do so, it must provide us with evidence such insurance is in place by submitting a certificate of insurance and/or other insurance documents.

§ 13

Spare parts

- (1) The Supplier undertakes to keep stocks of spare parts for the Products delivered to us for a minimum period of four (4) years after the delivery date.
- (2) If the Supplier decides to cease production of the spare parts for the Products delivered to us, it must notify us immediately of this.

§ 14

Duty to inform with regard to administrative measures

If administrative measures are executed by or against the Supplier in conjunction with the Products ordered by us, the Supplier must inform us immediately in writing.

§ 14a

Notification Obligation in Case of Product Changes and Discontinuations

The Supplier shall be obliged to inform us in writing, without undue delay and without being requested to do so, of any intended or implemented changes to products, materials, manufacturing processes, supply chains or specifications that may affect the agreed properties, quality, functionality or availability of the delivered products. The same shall apply to the planned or implemented discontinuation of products or product components, as well as to significant changes in the availability of spare parts. In such cases, the Supplier shall inform us in due time, at the latest within a reasonable period prior to the implementation of such change or discontinuation and shall propose appropriate measures to ensure continuity of supply as well as possible alternatives. Any changes pursuant to this clause shall require our prior written approval.

§ 14b

Notification Obligation in Case of Supply Chain Risks

The Supplier shall be obliged to inform us without undue delay of any risks within its supply chain that may jeopardize the performance of the contract, in particular in the event of shortages, geopolitical developments, sanctions or failures of sub-suppliers.

§ 15

Special right of withdrawal in the event payments are stopped, etc.

We shall be entitled to withdraw from the agreement in the following cases: (a) the Supplier itself applies for insolvency proceedings to be opened over its assets or (b) the insolvency proceedings over the Supplier's assets are duly applied for by us or by another creditor.

§ 16

Non-assignment clause, with the exception of financial claims

The Supplier shall not be entitled to assign to third parties any of its claims against us arising from the contractual relationship. This shall not apply in cases involving financial claims.

§ 17

No subcontractors or other third parties

The Supplier shall not be entitled to arrange for services to be provided by third parties (e.g. subcontractors) without our prior written consent.

§ 18

Place of performance

The place of performance for all deliveries and services shall be the place of performance specified by us (i.e. the delivery address stated in our order) or, if no such address is explicitly stated, to the delivery address of our respective location placing the order.

§ 19

Choice of law and place of jurisdiction

- (1) The business relationships in place between us and the Supplier shall be exclusively subject to the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- (2) If the Supplier is an entrepreneur, a legal entity under public law or a special fund under public law, or it does not have a general place of jurisdiction located within the Federal Republic of Germany, the exclusive place of jurisdiction – including on an international basis – for all disputes arising from the business relationship in place between us and the Supplier shall be our registered office in Lübeck.

§ 20

Severability clause

Should the provisions of these GTCP be or become partially or fully invalid or ineffective, this shall not affect the validity of the remaining provisions. Insofar as the provisions have not become part of the agreement or are ineffective, the content of the agreement shall primarily be aligned with the statutory provisions in place (§ 306 (2) of the German Civil Code (BGB)). It is only in other cases, and where no supplementary interpretation of the agreement takes priority or is possible, that the Parties shall replace the invalid or ineffective provision with an effective provision that comes as close as possible to the intended economic purpose.