

## General Terms and Conditions of Purchase

### 1 Scope

1.1 All deliveries, services and offers by our suppliers shall be made exclusively on the basis of these General Terms and Conditions of Purchase, unless a framework agreement has been reached which shall take precedence to that extent. Our General Terms and Conditions of Purchase form an integral part of all contracts concluded by us with our suppliers relating to the deliveries or services offered by them. They shall also apply to all future deliveries, services or offers to the Purchaser, even if they are not explicitly agreed again. Deviating or supplementary agreements require text form.

1.2 Terms and conditions of the supplier or of third parties shall not apply, even if we do not explicitly object to their applicability in individual cases. Even if reference is made to a letter that contains or refers to the supplier's or a third party's terms and conditions, this shall not constitute consent to the applicability of such terms and conditions.

### 2 Purchase Orders and Contracts

2.1 Unless our order explicitly contains a binding period, we shall be bound by it for one week after the date of the order. Timely acceptance shall be determined by receipt of the supplier's declaration of acceptance by us.

2.2 We shall be entitled to change the time and place of delivery as well as the type of packaging at any time by written notice with a notice period of at least seven (7) days prior to the agreed delivery date.

2.3 We shall be entitled to terminate the contract at any given time by declaring the reason in text form, due to circumstances outside of our control occurring after conclusion of the contract, if we are objectively no longer able to use the ordered products in our business operations. In this case, we shall compensate the supplier for the partial delivery.

### 3 Production Release

Where initial samples or failure samples are required by us, the supplier may only commence series production after our specific initial sample approval has been granted in text form.

### 4 Prices, Payment Terms, Invoice Details

4.1 The price stated in the order shall be binding.

4.2 Unless otherwise agreed in writing, the price shall include delivery and transport to the shipping address specified in the contract, including packaging.

4.3 If, according to the agreement, the price does not include packaging and the compensation for packaging that is not provided merely on a loan basis, such packaging shall be charged at verifiable cost price. At our request, the supplier shall take back the packaging at his own expense. Alternatively, we shall be entitled to return containers and packaging material, except disposable packaging or carriage at the supplier's expense.

4.4 Unless otherwise agreed, payment shall be made within fourteen (14) days from delivery of the goods or, in the case of work performances, from acceptance and receipt of invoice with a 3% cash discount, or within thirty (30) days net. Payments shall be made by bank transfer to the specified business account.

4.5 All order confirmations, delivery notes and invoices must state our order number, item number, delivery quantity and delivery address. If one or more of these details are missing and thus result in delays in processing in the course of our normal business operations, the payment periods specified in Section 4 shall be extended by the duration of the delay.

### 5 Delivery Time, Delivery, Transfer of Risk

5.1 The delivery time specified by us in the order or otherwise applicable under these General Terms and Conditions of Purchase (delivery date or delivery period) shall be binding. Early deliveries or partial deliveries shall only be permitted by separate agreement. We shall not be obliged to accept unagreed partial or excess deliveries. We shall be entitled to return deliveries made prior to the agreed date or deliveries made in breach of agreement and unusable for us, in whole or in part, at the supplier's cost and risk, or to charge storage costs. Delivery must be accompanied by suitable shipping documents, which must at least contain the information stated in section 4.5.

5.2 The supplier shall be obliged to inform us immediately in text form if circumstances arise or become apparent which indicate that the delivery time cannot be met.

5.3 If the date by which delivery must be made can be determined from the contract, the supplier shall be in default upon expiry of that date without the need for a reminder.

5.4 In the event of delivery delay, we shall be entitled without restriction to the statutory rights, including the right of withdrawal and the right to claim damages in lieu of performance after the unsuccessful expiry of a reasonable grace period.

5.5 Risk shall pass to us, even if shipment has been agreed on, only when the goods are handed over to us at the agreed place of destination or, in the case of a factory, upon declaration of acceptance. Delivery shall be made in accordance with the "Delivered Duty Paid" (DDP) clause of Incoterms® 2010 of the International Chamber of Commerce.

### 6 Contractual Penalty for Delay in Delivery

In the event of delivery delays, we shall be entitled, after prior notice in text form, to demand a contractual penalty of 0.5% per commenced week of delay, up to a maximum of 5% of the respective order value. The contractual penalty shall be offset against any damages caused by the delay to be compensated by the supplier.

### 7 Retention of Ownership and Safeguarding of Property

7.1 We reserve ownership and all existing copyrights and industrial property rights to orders placed by us, as well as to drawings, illustrations, calculations, descriptions and other documents provided to the supplier. The supplier may not make them accessible to third parties nor use or reproduce them itself or through third parties without our written consent. Upon request, such documents shall be returned to us in full if they are no longer required in the ordinary course of business or if

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negotiations do not result in the conclusion of a contract. Copies made by the supplier shall be destroyed, except for statutory retention obligations or data backups.

7.2 Tools, devices and models provided by us or manufactured for contractual purposes and separately charged to us shall remain our property or become our property. They shall be marked as our property, carefully stored, insured against damage of any kind and used exclusively for contractual purposes. Maintenance and repair costs shall be covered equally by the parties unless otherwise agreed; costs caused by defects or improper use by the supplier shall be carried solely by the supplier.

7.3 Supplier's ownership shall apply only insofar as it relates to our payment obligation for the respective products. Extended or prolonged ownership is excluded.

## 8 Warranty Claims, Suspension of Limitation Period

8.1 In the event of defects, we shall be entitled without restriction to the statutory rights. The warranty period for defects in title shall be ten (10) years from complete delivery or, in the case of work performances, from declaration of acceptance.

8.2 Quality and quantity deviations shall in any event be deemed timely notified if we inform the supplier within fourteen (14) days of receipt of the goods. Hidden defects shall be deemed timely notified if notice is given within fourteen (14) days after discovery.

8.3 Acceptance or approval of submitted samples or specimens shall not constitute a waiver of warranty claims.

8.4 Upon receipt of our notice of defects, the limitation period for warranty claims shall be suspended until the supplier rejects our claims, declares the defect resolved, or otherwise refuses to continue negotiations.

## 9 Quality and Product Liability

9.1 The supplier shall comply with agreed dates, specifications and quality commitments. Irrespective thereof, the delivered products shall always comply with the generally recognized state of the art. Any changes to the delivery item require our prior explicitly written consent. The supplier shall implement an appropriate quality control system and maintain records, which shall be made available to us upon request.

9.2 The supplier shall indemnify us against all claims asserted by third parties due to a defective product delivered by the supplier. If we are required to carry out a recall, the supplier shall bear all costs associated with such recall.

9.3 The supplier shall maintain product liability insurance at its own expense with coverage of at least EUR 5 million and shall provide proof upon request.

## 10 Intellectual Property Rights

10.1 The supplier warrants that the products supplied do not infringe third-party intellectual property rights in the European Union, the USA or other countries where the products are manufactured.

10.2 The supplier shall indemnify us against all claims asserted by third parties due to such infringement and reimburse all necessary expenses.

10.3 Further statutory claims due to defects in title shall remain unaffected.

## 11 Spare Parts

11.1 The supplier shall ensure the availability of spare parts for the delivered products for at least twenty-four (24) months after discontinuation of production of the respective part, but in any event for the customary product life cycle of the respective product calculated from delivery to us.

11.2 If the supplier intends to discontinue the production of spare parts or make technical changes, he shall inform us immediately after the decision, at least twelve (12) months prior to discontinuation or three (3) months prior to the intended change.

## 12 Production Equipment

12.1 Any use of production equipment provided by us for purposes outside the contract is prohibited.

12.2 When production equipment is financed in whole or in part by us, ownership shall transfer to us.

12.3 The supplier shall be responsible for maintenance at his own expense.

12.4 Production equipment shall be returned to us upon request, and is subject to reimbursement of residual value where applicable.

## 13 Confidentiality

13.1 The supplier shall keep all information confidential for five (5) years after contract conclusion.

13.2 No reference to the business relationship may be made without prior written consent.

13.3 Sub-suppliers shall be bound accordingly.

## 14 Place of Performance, Jurisdiction, Governing Law

14.1 Exclusive place of jurisdiction and place of performance shall be the court at our registered office.

14.2 German law shall apply exclusively; the CISG shall not apply.

14.3 The German version shall prevail in case of discrepancies.