

General Terms and Conditions of Purchase for Contracts for Work, Materials and Services of the Klaus Union GmbH & Co. KG

1 Scope

1.1 Contracts for work, materials and services with the Klaus Union GmbH & Co. KG as the Purchaser in commercial legal transactions shall be executed in accordance with the following terms and conditions. The following General Terms and Conditions shall become an integral part of all contracts for work, material and services with Klaus Union GmbH & Co. KG as the Purchaser through their inclusion by the contracting parties.

1.2 The General Terms and Conditions of the Purchaser shall apply exclusively.

1.3 Any provisions deviating from the terms of these GTC require express written agreement – the latter must explicitly specify the amendment to the GTC clause.

1.4 If the order confirmation deviates from the order, even if only in minor points, then these changes shall only become part of the contract if the Purchaser expressly agrees to them. Any verbal ancillary agreements must be recorded in writing.

2 Offer and order

2.1 Offers made by the Contractor shall be free of charge; cost estimates shall only be remunerated if expressly agreed in writing.

2.2 All external costs shall be calculated in advance and placed in writing by the Contractor and must be approved in writing by the Purchaser.

2.3 The order and acceptance of the order (“order confirmation”) as well as all agreements made between the Purchaser and the Contractor for the purpose of executing the contract must be made in writing. Transmission by fax, remote data transmission, use of electronic signature programmes such as DocuSign, AdobeSign or email shall suffice to comply with the written form requirement.

2.4 The Purchaser shall be entitled to demand changes to the deliverable even after conclusion of the contract, insofar as this is reasonable for the Contractor, i.e. in particular that additional and reduced costs as well as effects on the schedule are appropriately taken into account.

2.5 In addition to the general statutory obligations to provide information, the Contractor must provide the following information in all documents: purchasing department, full order number, order date and reference of the Buyer.

2.6 The Contractor shall not be authorised to represent the Buyer as a result of the order.

3 Delivery, place of fulfilment, missed deadlines, business interruptions

3.1 The order completion date indicated in the order shall be binding for the Contractor – the delivery deadlines provided by the Purchaser are fixed dates. If the Contractor is responsible for exceeding a delivery date, the Purchaser shall have the right to withdraw from the order and to claim damages for non-performance. In the event of a withdrawal, the work performed shall be remunerated upon invoicing. The results of the work performed shall be surrendered.

3.2 Partial deliveries require the consent of the Purchaser.

3.3 In addition, a contractual penalty of 0.2% of the net order amount per calendar day exceeded shall be payable for any delay in delivery for which the Contractor is responsible, up to a maximum of 5% of the final net order amount, which depends on subsequent changes to the scope of the order.

A forfeited contractual penalty may be asserted till the day of maturity of the final payment without the need for having reserved this pursuant to Section 341 (3) of the German Civil Code (BGB). The forfeited contractual penalty shall not be set off against potential damage caused by delay pursuant to Section 340 (2) of the German Civil Code (BGB).

3.4 The unconditional acceptance of the delayed delivery or service does not constitute a waiver of the claims for compensation to which the Purchaser is entitled due to the delayed delivery or service.

3.5 In no case shall the Contractor have a right of retention relating to materials and documents provided by the Purchaser. These shall be returned to the Purchaser immediately upon the first request.

3.6 In the event of short-time work, business interruptions and other cases of business shutdowns that prevent the Purchaser from accepting deliveries in the affected area through no fault of its own, the contracting parties shall agree a suitable alternative date if possible. Until a suitable alternative date has been agreed, the mutual obligations shall be suspended for the duration of the event.

3.7 The Contractor shall only be entitled to invoke the absence of necessary materials and documents to be delivered by the Purchaser if he has not received them within an adequate period despite his written reminder.

3.8 Unless otherwise agreed, the place of performance is the loading platform at the Purchaser’s place of business.

4 Prices, transfer of risk and terms of payment

4.1 The price stated in the order is binding. The prices are quoted delivered at place (DAP) according to Incoterms 2020 including packaging. The statutory value added tax is not included. The Contractor shall bear the risk of loss of or damage to the goods until they have been delivered as described herein.

4.2 Invoices shall be sent to the address stated in the order and must include the order number. If the order number is missing, the invoices are not payable and will be returned to the Supplier; the Purchaser is not responsible for any delays resulting from this. A separate invoice shall be issued for each order. The invoice shall be structured in accordance with the order. Any down payment, partial and final invoices shall be marked as such. In the case of work performances, the invoices shall be accompanied by a proof of performance (report) signed by the Purchaser and the Supplier.

4.3 Unless otherwise stipulated, invoices shall be paid by the Purchaser within 45 days of delivery of the goods and submission of the invoice. The period allowed for payment commences with the delivery of the goods at the receiving place (consignee’s address) and/or the acceptance of the works performance and receipt of the invoice at the invoice address indicated in the order/assignment.

All payments effected by the Purchaser shall be made conditionally on the inspection of the goods and the verification of the invoice items.

5 Involvement of subcontractors

5.1 The Contractor shall generally provide the ordered services itself.

5.2 The involvement of subcontractors shall require the prior written consent of the Purchaser. Insofar as the Purchaser agrees to the use of subcontractors, these shall be commissioned by the Contractor in its own name and at its own expense.

5.3 In any case it must be demonstrably ensured by the Contractor that the subcontractor is aware of these Terms and Conditions and that he agrees to comply with them.

5.4 The Contractor must also demonstrably ensure that ownership of the company of the subcontractor is clarified on the basis of registration data and that the subcontractor also complies with the European laws/regulations relevant to the order and, in particular, respects human rights. Under no circumstances may the commissioning of the subcontractor lead to the violation of a restriction imposed by the authorities for reasons of foreign or security policy (e.g. an embargo or sanction).

5.5 The Contractor is required to check and document whether the subcontractor employs fewer than three full-time equivalent employees subject to social security contributions (FTE) in addition to any existing shareholders and representative bodies (e.g. managing directors) before contracting a subcontractor to provide work, materials or services in Germany. As soon as the Contractor sees any indications that the subcontractor could be assumed to be falsely self-employed or that the provision of services by the Contractor or subcontractor could be qualified as unauthorised temporary employment, the Contractor shall inform the Purchaser of this immediately.

5.6 The Contractor shall be solely responsible for the fulfilment of the legal obligations to the persons it deploys to provide the services. The Contractor shall indemnify the Purchaser in full from any corresponding claims asserted against the Purchaser by these respective persons. This applies in particular to obligations to pay wages and/or salaries and/or all other payment obligations resulting from employment or service relationships (e.g. for social security contributions); the same applies to any claims arising from the hiring of temporary employees.

5.7 The Contractor shall endeavour to ensure that its subcontractors comply with the applicable international human rights and environmental obligations and shall obtain corresponding declarations.

5.8 The Contractor shall also be liable for damages and shall bear the costs incurred by subcontractors insofar as it has breached its duties of instruction, supervision and control in this regard. The Contractor must ensure that its subcontractors have appropriate insurance for their contractually relevant activities and obtain sufficient evidence of this from its subcontractors.

6 Performance records and acceptance certificates

6.1 If the Supplier has been contracted to perform work, formal acceptance of the work by the Purchaser is required. At the Purchaser's discretion, acceptance shall take place at the supplier's works or at the place of fulfilment.

6.2 All mutually agreed performance records as well as the acceptance shall be rendered free of charge for the Purchaser; the required certificates shall be submitted to the Purchaser at the latest upon delivery of the performance.

6.3 All product information, including manufacturing drawings, instructions, etc., that are required for the operation, the further processing, the maintenance or repair of the object to be delivered shall be provided by the Purchaser in time, unsolicited and without additional charge; Section 434 (2) of the German Civil Code (BGB) remains unaffected.

6.4 If these documents are missing, the invoice shall not be due until the missing documents are submitted.

6.5 Unconditional payments shall not constitute acceptance or approval of the deliverables or a waiver of claims for defects.

7 Product information

7.1 The Contractor is obliged to include in the delivery to the Purchaser all required product information, in particular concerning the composition, durability, processing instructions, safety information and marking regulations, assembly instructions, employment protection measures, directions for operation and use etc., including any modifications of same that had been made in good time before delivery.

7.2 The Contractor is obliged to examine the order and – before accepting the order – to refer to any circumstances that might lead to additional costs or which cast the order specifications of the Purchaser into doubt – particularly against the background of the current state of the art and the experience of the Contractor.

7.3 If tests are planned for the deliverable, the Contractor shall bear the material and personnel costs of the tests. The Purchaser shall bear its personnel costs of the tests. The Contractor shall bear the material and labour costs for the material certificates of the starting materials unless expressly agreed otherwise in individual

cases. However, if defects are identified that require further testing, the Contractor shall bear all material and labour costs for these tests.

8 Shipping

8.1 The dispatch shall comply with the applicable legal requirements and DIN standards, especially as they regard to potential customs regulations and dangerous goods regulations. The applicable Incoterm codes shall apply.

8.2 The Contractor shall send a dispatch note for each individual shipment on the day of dispatch detailing the contents of the shipment.

8.3 The Contractor is required to state the order number and the exact delivery address of the Purchaser on all shipping documents and delivery notes. In the case of shipment by ship, the name of the shipping company and the ship must also be stated in the shipping documents. If the Contractor fails to do so, it shall be responsible for any delays resulting therefrom.

8.4 Shipments for which the Purchaser has to bear the freight costs in whole or in part shall be transported at the most favourable freight rates or in accordance with the Purchaser's shipping instructions. The order references and details of the unloading point prescribed by the Purchaser must be stated in full on the outer packaging, which must be safe for transport, and in the shipping notes and delivery notes.

8.5 If required by law, the accompanying documents must contain the risk-related information; this includes in particular the classification, labelling, packaging, storage and transport of dangerous goods in accordance with the statutory provisions and regulations; if necessary, a safety data sheet must be enclosed.

8.6 The Contractor shall bear the risks of shipment in accordance with the agreed Incoterms code.

8.7 If subcontractors are commissioned, they shall indicate the Contractor as their principal in any correspondence and in the shipping documents where stating the order data.

8.8 If the loading unit exceeds the weight of 500 kg, the weight of the unit shall be indicated in a readily identifiable way on the loading unit.

9 Packaging

9.1 The Contractor is required to pack the goods for the necessary transport in accordance with the order and the applicable regulations in such a way that damage is avoided during normal handling of the goods.

9.2 The Contractor shall take back the packaging in accordance with the statutory provisions. If the Purchaser pays for the packaging separately, it shall be entitled to return packaging that is in a usable condition to the Contractor carriage paid with a reimbursement of 75% of the invoiced price.

9.3 Irrespective of whether the packaging is transport, sales or outer packaging, the Contractor must comply with the obligations under the German Packaging Act (VerpackG). Upon request, the Contractor shall take back packaging from the Purchaser after use free of charge and return it for reuse or recycling. The place of return of the packaging, if requested by the Purchaser, is the loading ramp of the Purchaser.

10 Spare parts supply

The Contractor shall ensure the supply of spare parts for the delivered item for at least 10 years after the end of the production series. The resources and drawings required for the production of spare parts shall also be retained for this period. The retention requirement shall expire upon expiry of this period and with the written consent of the Purchaser.

11 Notice of defects, liability for defects and limitation period

11.1 The Purchaser shall inspect incoming deliveries for quantity, transport damage and obvious material defects to the extent possible and as soon as this is feasible in the ordinary course of

business. The Purchaser reserves the right to carry out a more extensive incoming goods inspection.

11.2 A notice of defects shall in any case be deemed effected in good time if the Contractor is informed in writing within a period of two weeks after the delivery date, and for partial deliveries within two weeks after the delivery of each partial shipment – this provision specifically defines the time limit for the present business relationship as it remains unspecified in Section 377 of the German Commercial Code (HGB).

11.3 For hidden defects, it shall be sufficient to notify the Contractor of the defect within a period of 2 weeks after discovery of the defect. A fax message shall suffice as written notification; the recipient must have an appropriate receiving device available. The Contractor ensures in particular that his delivery/performance will meet the Purchaser's requirements.

11.4 In the event of defective deliveries and performances, the Purchaser is entitled to exert the statutory rights; in particular it may demand that the Contractor renders subsequent performance free of charge.

11.5 The Contractor shall render the subsequent performance chosen by the Purchaser without delay, and it shall reimburse the Purchaser, in addition to the damage caused by the delay, for all expenses that the Purchaser has incurred as a result of the subsequent performance.

11.6 In urgent cases, in particular if the Purchaser himself is in risk of default because of the defect or if the Contractor is behind schedule with the subsequent performance, the Purchaser may immediately, at the expense of the Contractor, rectify the defect himself or have it rectified by a third party. The substitute performance may also be rendered in consideration of industrial property rights of the Contractor. A guarantee provided by the Contractor for the remaining performance delivered shall not be affected by this substitute performance.

11.7 The Contractor shall avoid any liability for defects of title. If the Purchaser faces a claim from a third party relating to such defects, the Contractor shall be obliged upon first written request to exonerate the Purchaser from all claims (including court and lawyer fees) that are incurred accordingly by the Purchaser.

11.8 Upon first request, the Contractor shall exonerate the Purchaser from any claims for compensation raised by third parties for defects in the product or defects of title, inasmuch as the Contractor is responsible for such claims.

11.9 The Contractor shall take out insurance coverage for the above-mentioned risks to the amount of at least EUR 5 million.

11.10 Unless longer periods are expressly provided for by law or contract, the Purchaser's claims for defects in work, material and services shall become time-barred 2 years after acceptance of the service; in the case of defects of title (rights in rem pursuant to Section 438 of the German Civil Code (BGB)) after 30 years.

11.11 In the case of fraudulently concealed defects, the statutory limitation period of 10 years shall apply.

11.12 The statutory period of limitation for new parts shall begin anew for deliveries or services that have been completely or partially redelivered, replaced or repaired.

12 Quality assurance

12.1 The Contractor shall undertake to ensure the permanent quality assurance of its goods by applying a suitable quality assurance system, e.g. DIN EN ISO 9001 ff or equivalent, and quality inspections and controls specified by the Purchaser or otherwise suitable during and after the production of its goods. The Contractor must document these tests and keep the documentation for a period of 10 years.

12.2 The Purchaser or a person authorised by the Purchaser shall have the right to demand proof of the contractually owed quality of the deliverable and the Supplier's quality assurance system and to satisfy itself at any time of the quality or type of performance of the tests and inspections at the Contractor's plant or those of its subcontractors and to carry out acceptance tests or an audit at the

Supplier's plant or those of its subcontractors at the Contractor's expense.

12.3 The Contractor shall notify the Purchaser of any changes in the composition of the processed material or the design of its deliveries or services without delay and without being requested to do so in the form specified in Section 2.3. The changes shall require the written consent of the Purchaser.

12.4 The Purchaser's quality assurance guidelines notified to the Contractor and the quality assurance agreements concluded with the Contractor shall form an integral part of the contract.

13 Occupational safety, environmental protection and conflict minerals

13.1 The Contractor shall ensure that its deliveries and services comply with the environmental protection, accident prevention and occupational health and safety regulations and other safety/relevant rules applicable on the Purchaser's premises or at any other place of performance known to it so that adverse effects on people and the environment are avoided or reduced. For this purpose, the Contractor shall establish and further develop a management system, e.g. in accordance with DIN EN ISO 14001 or equivalent. The Purchaser shall have the right to request proof of the management system operated by the Contractor and to carry out an audit at the Contractor's company.

13.2 The Contractor ensures that it complies with the requirements of the EU chemicals regulation REACH (Regulation (EC) No. 1907/2006), in particular that the substances have been registered. The Purchaser is not obliged to obtain an authorisation under the REACH regulation for a deliverable supplied by the Contractor.

The Contractor further ensures that it will not deliver any items that contain substances in accordance with Annexes 1 to 9 of the REACH Regulation, Council Decision 2006/507/EC (Stockholm Convention on Persistent Organic Pollutants), EC Regulation 1005/2009 on ozone-depleting substances, the Global Automotive Declarable Substance List (GADSL) and the RoHS Directive (2002/95/EC) for products in accordance with their scope of application. The currently valid versions of all directives mentioned shall apply. If the deliverables contain substances that are listed on the Candidate List of Substances of Very High Concern (SVHC list) according to REACH, the Supplier is obliged to inform us of this immediately. This also applies if previously unlisted substances are added to this list for current deliveries. Furthermore, the deliverables must not contain asbestos, biocides or radioactive material. If such substances are contained in the deliverables, the Purchaser must be notified of this in writing prior to delivery, including the name of the substance, the identification number (e.g. CAS number) and a current safety data sheet. The delivery of these deliverables requires a separate release by the Purchaser.

13.3 The Contractor undertakes to take appropriate measures in its organisation and in relation to its own supply chain to ensure that so-called conflict minerals within the meaning of Sections 1502 and 1504 of the US Dodd-Frank Act (in particular columbite-tantalite (coltan), tin, tungsten and gold and their derivatives originating from the Democratic Republic of Congo and its neighbouring states) are not contained in the products to be supplied to the Purchaser.

13.4 The Contractor shall be obliged to indemnify the Purchaser against any liability in connection with the Contractor's failure to comply with the above-mentioned regulations or to compensate the Purchaser for any damage arising from or in connection with the Contractor's failure to comply with the regulations. Furthermore, the Contractor shall comply with the relevant regulations for the disposal of waste and residual materials and shall inform the Purchaser of any product treatment regulations, storage requirements and disposal requirements.

14 Placing products on the market and product liability

14.1 The Contractor undertakes to comply with the legal provisions applicable at its registered office and at the place of performance.

14.2 In the case of the delivery of products that fall under the scope of an internal market directive of the European Union for the first placing on the market, such as the EC Machinery Directive, Pressure Equipment Directive, EMC Directive, etc., the Contractor undertakes to comply with the relevant safety and health protection requirements and procedures and to display the signs required therein. In the case of partly completed machinery within the meaning of the EC Machinery Directive No. 2006/42/EC, the Contractor shall provide the Purchaser with a Declaration of Incorporation in accordance with Annex II B of the EC Machinery Directive in the form required by the Purchaser (extended Declaration of Incorporation) as well as with operating instructions in accordance with Annex I Section 1.7.4 of the EC Machinery Directive. Upon request and at the discretion of the Purchaser, the Contractor shall hand over to the Purchaser the risk assessment it has prepared or allow the Purchaser to inspect it.

14.3 Insofar as the Contractor is responsible for damage that extends beyond the delivered goods and claims are asserted against the Purchaser on the basis of statutory product liability, the Contractor shall be obliged to indemnify the Purchaser against claims for damages by third parties upon first request insofar as the cause of the damage lies within the Contractor's area of responsibility and the Contractor itself is liable with respect to third parties.

Within the scope of its liability, the Contractor shall also be obliged to reimburse any expenses incurred by the Purchaser as a result of or in connection with a warning or recall campaign carried out by the Purchaser. The Purchaser shall inform the Contractor of the content and scope of the measures to be adopted – insofar as this is possible and reasonable – and coordinate them with the Contractor. Other statutory claims arising from product liability shall remain unaffected.

15 Insurance coverage on the part of the Contractor

The Contractor shall take out insurance against third-party liability claims covering at least EUR 2 million per damage event and based on the prevailing customary conditions. The Contractor is obliged to provide evidence of this coverage upon our request and without delay; smaller coverage amounts shall require an express written agreement.

16 Limitation of the Purchaser's liability

16.1 The bodies and legal representatives as well as the employees of the Purchaser shall only be liable, regardless of the legal grounds, for gross negligence or intent or if the neglected duty is of essential importance to achieving the purpose of the contract.

16.2 The liability of the Purchaser shall be restricted to contractually anticipated, foreseeable damage and limited to a maximum of EUR 100,000.00.

16.3 It is understood that the limits defined above in sections 16.1 and 16.2 shall not apply where the Purchaser has to assume mandatory statutory liability in cases of injury to life, body or health, for damage to privately used objects according to the Product Liability Act or for other reasons.

17 Reservation of offsetting, assignments and set-offs

17.1 Receivables that the Purchaser and the companies associated with it by company law have acquired vis-a-vis the Contractor may be offset against receivables of the Purchaser vis-a-vis the Contractor and its successor companies; accordingly, the Purchaser is also entitled to exert rights of retention and defence.

17.2 In the case of several receivables to be settled, the Purchaser is entitled to freely choose and determine the receivables to be offset.

17.3 The Contractor shall only be entitled to offset undisputed or legally established claims. Insofar as the Contractor is entitled to a right of retention, the Contractor may only assert this right for claims arising from the same contractual relationship.

17.4 Assignments of the Contractor that are not subject to Section 354 (a) of the German Commercial Code (HGB) are excluded; exceptional cases shall require the express written consent of the Purchaser in order to be valid.

18 Origin of goods and export control

18.1 At the request of the Purchaser, the Contractor shall be obliged to provide a proof of origin which complies with the legal requirements applicable on the date of issue. The Contractor shall provide this to the Purchaser free of charge. If long-term supplier's declarations are used, the Contractor shall notify the Purchaser of any changes to an origin upon acceptance of the order without being requested to do so. The actual country of origin must always be stated in the business documents, even if no entitlement to preferences exists.

18.2 The Contractor is obliged to inform the Purchaser of any authorisation requirements for (re-)exports of its goods in accordance with German, European, US and other applicable export and customs regulations. To this end, the Supplier shall provide the following information in the order confirmation and on each invoice for the relevant commodity items unless already included in its offer: the statistical goods number, the AL number (export list number) of the EC Dual-Use Regulation as amended or Part I of the export list (Annex AL to the German Foreign Trade and Payments Ordinance (AWV)) and the ECCN (Export Control Classification Number) according to US export law.

18.3 At the request of the Purchaser, the Contractor shall be obliged to inform the Purchaser in writing of all further foreign trade data relating to the goods and their components and to inform the Purchaser immediately in writing of all changes to the data previously mentioned in these clauses 1 and 2. In the event of omission or incorrect notification of the above information, the Purchaser shall be entitled to withdraw from the contract without prejudice to further claims.

18.4 In accordance with Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended ("EU Regulation 833/2014"), the Supplier declares and ensures that the iron and steel products listed in Annex XVII of EU Regulation 833/2014 that the Contractor sells or supplies to the Purchaser or any of its affiliates do not contain any iron and steel products originating in Russia that are listed in Annex XVII of EU Regulation 833/2014.

19 Copyrights and patent rights, planning documents, material

19.1 Drawings, designs, special tools, etc., that have been made by the Contractor on the basis of Purchaser's information or with its collaboration shall become property of the Purchaser without extra remuneration and shall be given to him on demand.

19.2 The Contractor shall exclusively allow the Purchaser the unrestricted and perpetual use of the order result, irrespective of the duration and scope of the cooperation. All assignable rights of use relating to copyrights and patent rights of the performances covered by this contract shall be vested in the Purchaser without any restriction.

19.3 Tools, drawings, samples and patterns, the Contractor's use of which has been permitted by the Purchaser, shall exclusively be used for the Purchaser's orders and shall be returned immediately after completion of the order. The Contractor shall not use any of the designs and their preliminary drafts that have been prepared for the Purchaser for other clients – not even in modified form. There shall be no right of retention therein.

19.4 The Supplier shall ensure that the use of performances rendered by it does not infringe on any third-party rights.

19.5 The Supplier shall exonerate the Purchaser from any claims based on conflicting rights of third parties which are asserted against the Purchaser due to the contractually agreed utilisation of the performances rendered by the Supplier.

19.6 Inasmuch as the Supplier – after having obtained the Purchaser's consent – engages services and performances of third parties to perform its obligations, it will ensure that the exclusive rights of use are verifiably vested in him to the agreed extent.

19.7 The Supplier waives any right to be named in or on the products of the Purchaser and he shall ensure that third parties who are commissioned by it to render the performances also waive the right to mention their name in connection with the products. It is possible in individual cases that another express agreement will be agreed.

19.8 The Purchaser shall be entitled to the statutory rights of recourse within a supply chain ("supplier recourse") without restriction in addition to the right to claim for defects. In particular, the Purchaser shall be entitled to demand exactly the type of subsequent performance (rectification or a replacement delivery) from the Contractor that it owes to its own customer in the individual case. This shall not restrict the Purchaser's statutory right to choose (Section 439 (1) of the German Civil Code (BGB)).

20 Retention of title, models and tools

20.1 Rights to retention of title of the Contractor are not recognised. This applies to both simple and extended retentions of title.

20.2 If the Purchaser provides the Contractor with materials, parts, containers, etc., it shall retain title thereto. The processing or remodelling of these parts shall be carried out for the Purchaser. If the goods subject to retention of title are processed with other items not belonging to the Purchaser, the Purchaser shall acquire co-ownership of the new item in the ratio of the value of the Purchaser's item to the other processed items at the time of processing.

20.3 Models and tools manufactured by the Contractor at the expense of the Purchaser shall become the property of the Purchaser after payment. They shall be treated with care by the Contractor, used exclusively for the manufacture of the goods ordered, labelled as the property of the Purchaser and – whenever possible – stored separately from the Contractor's other products and insured against disasters such as fire, water, theft, loss and other damage at the Contractor's expense. The Contractor shall be obliged to carry out any necessary maintenance and inspection work on the tools as well as all maintenance and repair work at its own expense and in good time. The resale of parts manufactured with these models and tools is not permitted without the express written consent of the Purchaser.

20.4 Documents, drawings, plans and sketches, as well as other know-how of the Purchaser, which the Purchaser provides to the Contractor for the production of the ordered delivery and/or service in whatever form, shall remain the property of the Purchaser. They are trade secrets of the Purchaser and must be handled confidentially. The Contractor shall undertake to treat them with care, to make them available only to those employees who need them for the execution of the contract and who are themselves obliged to maintain confidentiality, not to make them available to third parties, to make copies only for the purpose of executing the order and to return all documents including the copies to the Purchaser after the delivery/service has been rendered or to destroy them at the Purchaser's discretion.

21 Data protection

The Purchaser is authorised to collect, store, use or transmit (i.e. to business partners, authorities, banks, insurance companies, external consultants, service providers) personal data of the Supplier if this is necessary for the performance of the transaction or if the persons concerned have given their consent. Such

personal data shall be stored as long as this is necessary for the performance of the transaction, legal claims can be asserted on the basis of the transaction for the duration of statutory retention periods and as long as official proceedings are pending in which the data is (may be) required. Insofar as the processing of data is based on the consent of the respective data subject, this consent can be revoked at any time. Data subjects have the right to obtain information about the personal data stored about them and the purpose for which it is processed and used. Any requests for information or the assertion of further data subject rights must always be addressed to the Purchaser and will be honoured within the framework of national laws.

22 List of references, advertising

The use of request, orders and the associated correspondence for reference and advertising purposes is not permitted. The Supplier may only advertise or use the business relationship with the Purchaser as a reference with the Purchaser's prior written consent.

23 Confidentiality

23.1 Unless otherwise agreed, the Contractor undertakes to keep secret all information he has obtained in connection with this contract and experience he has received from the Purchaser for a period of at least 10 years after the conclusion of the contract.

23.2 All documents that the Purchaser entrusts to the Contractor for the production of the object to be delivered as well as the designs, drafts, etc., prepared by the Contractor according to the Purchaser's specifications, must not be used by the Contractor for any other purposes or made accessible to third parties. If graphic designs or drawings of whatever kind are produced, the Purchaser shall not be obliged to reproduce the name, trademark or logo of the Supplier, the designer or any other indicator of origin.

23.3 The Purchaser shall assume ownership, with all pertaining rights of use, of the Contractor's original copies and planning documents upon proper payment.

24 Contractual penalties

24.1 In the event of breaches of the obligations defined in Sections 4 to 8 and 22, the Contractor shall pay the Purchaser a contractual penalty of up to 3% of the final net order amount, which is dependent on subsequent changes to the scope of the order.

24.2 In the event of breaches of the obligations defined in Sections 11, 15, 19 and 23, the Contractor shall pay the Purchaser a contractual penalty of 5% of the final net order amount, which is dependent on subsequent changes to the scope of the order.

24.3 In the case of cumulative contractual penalties, the upper limit of the total penalty shall always be 5% of the final net order amount as the overall maximum limit.

24.4 The Contractor is entitled to subject the appropriateness of the amount of the contractual penalty to judicial review.

24.5 For the avoidance of doubt, non-identical claims for compensation according to Section 340 of the German Civil Code (BGB) as a matter of course may continue to be asserted in addition to the contractual penalties; offsetting of the contractual penalty against claims for damage shall only be considered possible if the interest of the creditor is proven.

25 Rights of withdrawal and termination

25.1 The Purchaser may terminate the contract at any time in writing by giving four weeks' notice without having to state a reason.

In this case, the Contractor shall be entitled to remuneration for the cost of the services provided in accordance with the contract up to the date of termination in conjunction with appropriate proof or performance, whereby any costs saved must be deducted.

25.2 In addition to the statutory rights of withdrawal and termination, the Purchaser shall be entitled to withdraw from or terminate the contract if a significant deterioration in the

Supplier's financial circumstances occurs or threatens to occur and this jeopardises the obligation to deliver and perform. This also applies in particular to an application for insolvency. The Purchaser shall also be entitled to withdraw from or terminate the contract if the Contractor comes under the controlling influence of a competitor of the Purchaser.

25.3 The statutory right of the parties to terminate this contract for good cause shall remain unaffected. Good cause shall also include, in particular, a case in which the Contractor, a member of a corporate board, an employee or another vicarious agent of the Contractor or a person commissioned by the Contractor to market its products has violated the provisions of Section 26.1, the "Code of Conduct for Suppliers" or the human rights and environmental provisions referred to in Section 26.3 or there is a suspicion of such a violation that is substantiated by facts, unless the violation is minor and is immediately and permanently remedied by the Contractor.

26 Corporate responsibility

26.1 As part of its corporate responsibility, the Contractor acknowledges that during or in connection with the manufacture and sale of its goods or the provision of its services, the statutory provisions, including the laws for the protection of the environment, are complied with, that labour law provisions and laws for the health of employees are complied with, and that child and forced labour are not tolerated. By accepting the order, the Contractor also confirms that it will not engage in or tolerate any form of bribery or corruption. In this regard, the Purchaser refers to its "Code of Conduct for Suppliers", which can be requested from the Purchaser. The Purchaser expects the Contractor to commit to following the rules and principles contained therein and to support compliance with them.

26.2 The Contractor ensures in particular to comply with the applicable laws governing the general minimum wage and to require compliance to the same extent by the subcontractors it commissions. Furthermore, the Supplier is obliged to comply with the export regulations applicable in Germany and the EU. At the request of the Purchaser, the Supplier shall provide evidence of compliance with the above assurance. In the event of a breach of the above assurance, the Supplier shall indemnify the Purchaser against claims from third parties and shall be obliged to reimburse any fines imposed on the Purchaser arising in connection with this breach.

26.3 The Contractor undertakes in particular to comply with the following human rights and environmental requirements:

- Prohibition of child labour in terms of compliance with the minimum age for admission to employment in accordance with ILO Convention No. 138 and in terms of the prohibition and immediate action for the elimination of the worst forms of child labour in accordance with Art. 3 of ILO Convention No. 182
- Prohibition of the employment of persons in forced labour in accordance with ILO Convention No. 29
- Prohibition of all forms of slavery, slavery-like practices, servitude or oppression in the workplace
- Compliance with the applicable occupational health and safety obligations according to the laws applicable at the place of employment
- Prohibition of disregarding the freedom of association
- Prohibition of unequal treatment in employment on the basis of national or ethnic origin, social background, health status, disability, sexual orientation, age, gender, political opinion, religion or belief unless this is justified by the requirements of the employment
- Prohibition of withholding an appropriate wage
- Prohibition of environmental pollution in terms of soil, water, air, harmful noise emissions or excessive water consumption
- Prohibition of unlawful forced eviction and unlawful seizure of land, forests and waters in connection with the acquisition,

development or other use of land, forests and waters whose use secures a person's livelihood

- Prohibition of hiring or using private or public security forces to protect the business project that use torture and cruel, inhuman or degrading treatment, loss of life or physical injury, or violate the freedom of association and unionisation
- Prohibition of an act or omission in breach of duty that goes beyond the aforementioned acts of infringement, which is directly capable of impairing a protected legal position in a particularly serious manner and the unlawfulness of which is obvious upon reasonable assessment of all the circumstances in question
- Prohibition of the production and use of mercury and mercury compounds and of the treatment of mercury waste in accordance with the provisions of the Minamata Convention (Art. 4(1) and Annex A Part I, Art. 5(2) and Annex B Part I, Art. 11(3))
- Prohibition of the production and use of chemicals as well as the handling, collection, storage and disposal of waste in a manner that is not environmentally sound according to the regulations of the applicable legal system in accordance with the Stockholm Convention on Persistent Organic Pollutants (23 May 2001, 6 May 2005) and EU Regulation on Persistent Organic Pollutants (EU) 2021/277 (Art. 3(1a) and Annex A, Art. 6(1d)(i), (ii))
- The following prohibitions under the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (22 March 1989 and 6 May 2014): Prohibition of exports of hazardous and other wastes pursuant to Art. 1(1), (2) of the pursuant to Art. 4(1b), (1c); Art. 5, Art. 8(S.1), Art. 4A and Art. 36 of Regulation (EC) No. 1013/2006; prohibition of imports of hazardous and other wastes from a non-Party to the Basel Convention (Art. 4(5)).

In the event that the human rights and environmental requirements for the Purchaser change, the Contractor shall agree to an amendment to this Section 26.3 that implements the change in the human rights and environmental requirements. The Purchaser shall notify the Contractor immediately in writing or text form of any changes to the human rights and environmental requirements. The Contractor shall address the human rights and environmental requirements set out in this Section 26.3 in an appropriate manner vis-à-vis its own subcontractors and, in addition, throughout its entire supply chain and, in particular, ensure compliance by its own subcontractors or, in the event of existing violations of human rights or environmental obligations, their cessation by means of suitable contractual arrangements. To the extent legally possible and reasonable, this also includes making a serious effort to enter into an agreement that ensures that the Contractor's direct suppliers pass on this obligation to their own suppliers.

The Contractor further undertakes to select its suppliers carefully, in particular with regard to the human rights and environmental requirements in accordance with this Section 26.3, and shall follow up any indications of violations of the human rights and environmental requirements appropriately and take these into account when selecting suppliers.

26.4 The Purchaser shall have the right to verify compliance with the human rights and environmental requirements specified in Section 26.3 by means of on-site inspections at the Supplier's premises (audit right). The Purchaser may exercise its right to audit through its own employees, through a third party commissioned by the Purchaser (e.g. a lawyer or an auditor) or through the use of recognised certification or audit systems. The Purchaser shall generally give the Supplier reasonable notice of the exercise of the right to audit unless there is imminent danger or the notice would jeopardise, significantly reduce or eliminate the effectiveness of the audit. The right to audit shall generally be exercised during normal business hours at the Contractor's business premises. The Contractor undertakes to provide

documents, records, names of subcontractors within the supply chain to the extent they are known ("Supply Chain Documentation") requested by the Purchaser for inspection by the Purchaser for a reasonable period of time, but at least for [ten] working days ("Audit Period"). At the request of the Purchaser, the Contractor shall also make the Supply Chain Documentation available at its own expense in a suitable online data room that complies with current IT security standards for the Audit Period and grant the Purchaser access from its own business premises. In addition, the Contractor shall grant the Purchaser access to its employees and board members, e.g. to enable interviews to be conducted for the purpose of exercising the right to audit. Data protection requirements must be complied with by the Purchaser when exercising its audit right, and the protection of the Contractor's business secrets must be taken into account insofar as this does not conflict with the fulfilment of legal obligations by the Purchaser.

26.5 At the request of the Purchaser, the Contractor shall support and facilitate training and further education by the Purchaser to ensure compliance with the human rights and environmental requirements set out in Section 26.3, name its own relevant employees and ensure their participation in the training and further education within the scope of the legal possibilities. The details of the organisation and implementation of training and further training in accordance with this Section 26.5 shall be determined by mutual agreement between the Purchaser and the Contractor on a case-by-case basis. The interests of the Contractor with regard to the type and duration of the training courses, their frequency and the group of participants shall be taken into account appropriately in order to avoid placing an excessive burden on the Contractor. The training courses can take place in the form of e-learning, online, or as part of a face-to-face event.

27 General provisions, place of jurisdiction, applicable law

27.1 The contractual relationship shall be governed exclusively by German law, to the exclusion of the provisions of the Hague Convention relating to a Uniform Law on the International Sale of Goods (ULF & ULIS) and the UN Convention on Contracts for the International Sale of Goods (CISG).

27.2 The place of jurisdiction for business dealings with merchants is Bochum, but if the Purchaser so desires, the registered office of the Contractor.

27.3 Persons who carry out work on the premises of the Purchaser or of companies affiliated with the Purchaser in order to perform the contract must observe the regulations of the respective company. Liability for accidents that occur to these persons on the factory premises shall be excluded insofar as fatal injuries, personal injuries or damage to health is caused by wilful or grossly negligent breach of duty by the legal representatives of the Purchaser or its vicarious agents.

27.4 Assignments of claims without the express written consent of the Purchaser are excluded.

27.5 The parties shall only be entitled to rights to offset and rights of retention if their counterclaims have been legally established in a court of law or are undisputed.

27.6 Should individual provisions of these General Terms and Conditions of Purchase be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The parties shall agree on a provision that takes into account the interests of both parties.