

## Passavant-Geiger GmbH

These Terms and Conditions of Purchase shall exclusively govern current and future deliveries and services of the Supplier. These Terms and Conditions of Purchase shall only apply if the supplier is an entrepreneur (Art 14 German Civil Code [BGB]), a legal entity under public law or a special fund under public law. Any conflicting or deviating general terms and conditions of business shall not be recognized by us unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept deliveries of products and services of the Supplier or pay for them in the knowledge of terms and conditions of the Supplier that conflict with or deviate from our Terms and Conditions of Purchase.

Individual agreements made with the Supplier on a case-by-case basis (including collateral agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Purchase. A written contract or our written confirmation, as applicable, shall be authoritative for the content of such agreements. References to the applicability of statutory provisions shall only have clarifying significance. Therefore, the statutory provisions shall apply even without such clarification unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase.

- 1. Offer** - The offers must correspond exactly to our inquiries. Any unavoidable deviations must be expressly pointed out in the offer. The offers are free of charge and non-binding for us.
- 2. Order** - Only orders in written or text form are binding for us. The supplier shall point out obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents to us for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not concluded. Acceptance of the order shall be confirmed to us immediately, at the latest within a period of 2 weeks, on the duplicate sent to the supplier by us or, in particular, executed without reservation by dispatch of the goods (acceptance). A delayed acceptance shall be deemed to be a new offer and shall require acceptance by us.
- 3. Prices & Payment** - The prices stated in the order shall be binding and shall include statutory value-added tax (VAT), unless the VAT is stated separately. Unless otherwise agreed in the individual case, the price shall include all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs, such as duties, taxes, packaging, transport and unloading costs as well as insurance up to the place of receipt of the Customer (delivery address).

The prices are fixed prices until the supplier indicates a price reduction in his price list. If the new price shown in the price list is lower than the agreed price, the lower price shall apply. Invoices shall be submitted after or with delivery; invoices for monthly deliveries no later than the 3rd of the following month. A separate invoice shall be issued for each order. Invoices are to be issued in the agreed currency and must correspond in wording to our order designations, contain our order number and, if applicable, the project designation. Invoices which do not contain all these details will be returned, must be considered as not received, therefore do not constitute a due date.

Payments shall be made at our discretion - after receipt of a proper invoice, but not before receipt of the complete delivery and service (including any agreed acceptance) - within 14 days with a 3% discount or within 60 days without discount. Payments shall be made by a means of payment of our choice; the date of outgoing payment shall apply.

- 4. Delivery period** - Unless otherwise agreed, the agreed delivery period shall be calculated from the date of our order and shall be binding. If the supplier recognizes that he is unable to deliver on time, in whole or in part, for whatever reason, he must notify us immediately, stating the reasons and the expected duration of the delay. If the supplier does not perform or does not perform within the agreed delivery time or if he is in default, our rights - in particular to withdraw from the contract and damages - shall be determined in accordance with the statutory provisions. The supplier may only invoke the absence of necessary information or documents to be supplied by us if he has not received them within a reasonable period despite a written reminder.

If the supplier culpably fails to perform within this period, we shall be entitled, without prejudice to other statutory provisions, in addition to performance and as a minimum amount, to charge a contractual penalty of 0.5% of the order value per commenced, delayed calendar week, up to a maximum of 5% of the order value, and to withhold such penalty from the agreed purchase price/wage for work. The assertion of further damages shall remain unaffected. If we accept the delayed performance, we shall assert the contractual penalty at the latest with the final payment.

The unconditional acceptance of the delayed delivery or service shall not constitute a waiver of the claims to which we are entitled on account of the delayed delivery or service.

- 5. Place of performance** - Deliveries from free circulation within Europe shall be made DDP, in case of cross-border deliveries from third countries DAP,

delivery address named in our order (INCOTERMS 2020). The supplier shall therefore bear the material risk until acceptance of the goods by us or our agent at the agreed place of destination. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to our place of business. The respective place of destination shall also be the place of performance (obligation to deliver). If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

- 6. Shipping instructions** - The supplier must send us a shipping notice on the day of delivery. Our order numbers with date as well as the shipping note specified in the notification must be indicated on the shipping documents (consignment note, parcel or express goods card, delivery note), on the shipping notes and invoices. The same information must be given on the stickers or tags of the general cargo, also in the case of consolidated shipments, if these concern different orders. We shall invoice the supplier for any costs incurred by us as a result of non-compliance with these shipping instructions and as a result of inaccurate or defective information. If we agree to partial deliveries in advance in individual cases, "partial delivery" or "remaining delivery" must be noted on the shipping documents.

In the case of deliveries to construction sites or other shipping addresses, the supplier must enclose proof of delivery, without which we cannot accept the invoice. The payment period shall commence upon receipt of the proof of delivery by us. An additional proof of delivery must in any case be sent separately to our "Purchasing" department.

- 7. Breakage insurance** - We bear costs for breakage insurance only if we expressly request insurance. We are SVS/RVS prohibition customer.
- 8. Excess- and short deliveries** - Excess and short deliveries - irrespective of weight, number or dimensions - are not permitted. In the event of such, we shall be free
  - a) to refuse acceptance,
  - b) accept them and only pay the purchase price/work compensation for the quantity/number of items ordered by us; or in the case of short weight, the weight determined in our factory shall be decisive.

- 9. Technical safety standards** - The supplier shall comply with the European and national regulations concerning the safety of machines. Part of the contractual deliveries and services of the Supplier shall also be the documentation complying with these regulations, in particular operating instructions as well as the preparation of manufacturer's or conformity declarations in the respective national language of our end customer and, if applicable, the affixing of the CE mark.

- 10. Quality assurance, incoming goods inspection** - The supplier is obliged to maintain a quality management system ("QMS") which corresponds to the most recent technical standards. The Supplier shall carry out tests during production in accordance with the requirements or its QMS. Where necessary, we will agree with the supplier on a testing plan for a special preliminary testing.

The supplier shall carry out a final inspection of the products to ensure that only defect-free goods are delivered.

The statutory provisions (Art 377, 381 of the German Commercial Code [HGB]) shall apply to the commercial duty to inspect and give notice of defects, with the following proviso: Our duty to inspect the goods is restricted to defects which become perceptible and evident during our incoming goods inspection, upon external examination, including the delivery papers, as well as during our quality control by way of the random sample test procedure (e.g. transport damage, wrong and short delivery). If an acceptance has been agreed upon, there shall be no obligation to inspect. Otherwise, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later shall remain unaffected. In all cases, our complaint (notice of defect) shall be deemed to have been given immediately and in a timely manner if it is received by the supplier within two weeks.

- 11. Rights in the event of defects** - The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, usage or operating instructions) and in the event of other breaches of duty by the supplier, unless otherwise stipulated below.

In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring, in particular, that the goods have the agreed quality at the time of transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or have been included in the contract in the same way as these Terms

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and Conditions of Purchase shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the supplier or from the manufacturer.

Where during the warranty period the supplier for purposes of fulfilling its warranty duties, replaces or repairs any part(s) of the goods delivered such repaired or replaced goods shall benefit from a new full warranty period that shall commence upon the supplier's completion of our claims for supplementary performance, except where the actions of the supplier gave us reason to assume that it did not consider itself obligated to carry out the warranty claim but supplied the replacement or undertook the correction of the defect merely as a gesture of goodwill.

The costs incurred by the supplier for the purpose of inspection and correction (including but not limited to any removal and installation costs) shall be covered by the supplier even if it turns out that no actual defect existed. Our liability for damages in the event of an unjustified request for correction of defects shall remain unaffected; in this respect, however, we shall only be liable if we acknowledged or were grossly negligent in not acknowledging that no defect existed.

If the supplier fails to fulfill its duty of supplementary performance - at our discretion by correcting the defect (rectification) or by delivering an item free of defects (replacement) - within an appropriate period of time determined by us, we may remedy the defect ourselves and claim reimbursement of the necessary expenses incurred for this purpose or claim an appropriate advance payment from the supplier. If the supplementary performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need to be granted; we shall inform the supplier of such circumstances immediately and, where possible, in advance.

Furthermore, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

- 12. Limitation Period** - The reciprocal claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.

In deviation from Art 438 para. 1 no. 3 German Civil Code (BGB), the general limitation period for claims for defects shall be 3 years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period shall begin to run upon acceptance. The 3-year limitation period shall apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for third parties' claims in rem for surrender of possession (Art. 438 para. 1 no. 1 BGB) shall remain unaffected; in addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us - in particular in the absence of a limitation period.

The limitation periods of the law on sales, including the above extension, shall apply - to the extent provided by law - to all contractual claims regarding defects. Insofar as we are also entitled to non-contractual claims for damages based on any defect, the regular statutory limitation period (Art. 195, 199 BGB) shall apply in these claims, unless the application of the limitation periods of the law on sales results in a longer limitation period in individual cases.

- 13. Patent infringement** - The Supplier shall indemnify us against all claims based on infringement of third-party patents or industrial property rights.
- 14. Product liability** - If the supplier is responsible for any product-related damage, he shall indemnify us against claims by third parties to the extent that the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.

Within the scope of his obligation to indemnify, the supplier shall reimburse expenses pursuant to Art. 683, 670 of the German Civil Code (BGB) arising from or in connection with a claim by third parties, including those arising from product recalls carried out by us. We shall inform the supplier about the content and scope of recall measures - insofar as this is possible and reasonable - and give the supplier the opportunity to comment. Any further legal claims shall remain unaffected.

- 15. Drawings, calculations, models etc.** - Drawings, calculations, models, etc. shall remain our property and shall be returned after execution of the order. They are our business secret and may not be exploited, modified, reproduced, published or passed on to third parties - even in part. This shall also apply if the supplier has made the drawings, calculations, models, etc. itself according to our specifications. Any infringement shall entitle us to damages and shall be prosecuted.

- 16. Retention of title, assignment of claims** - We do not recognize retention of title. The supplier undertakes not to make any assignments, including by way of extended retention of title, or any other dispositions with regard to the claims against us arising from the contractual relationship. If assignments or other dispositions are nevertheless made in respect of this claim, these shall be irrelevant for us.

- 17. Cancellations** - We shall be entitled to cancel orders already placed if:
- an application for bankruptcy or composition proceedings has been filed against the supplier's assets;
  - there are reasonable grounds to believe that he is insolvent;
  - our customer order is cancelled.

In the event of cancellation, the Supplier may only demand reimbursement of the prime costs incurred by him up to the time of cancellation..

- 18. Jurisdiction and choice of law** - All legal relationships between us and the supplier shall be governed exclusively by the law of the Federal Republic of Germany applicable to legal relationships between domestic parties, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. For the group of addressees referred to in the introduction, insofar as the supplier has its registered office in the EU, the exclusive - also international - place of jurisdiction for all disputes arising from and in connection with the contractual relationship shall be our registered office in Aarbergen. However, we shall be entitled to bring an action at the general place of jurisdiction of the Supplier. If the supplier has its registered office outside the EU, all disputes shall be finally settled in accordance with the ICC Rules of Arbitration, excluding recourse to the ordinary courts of law. The place of arbitration shall be the ICC International Chamber of Commerce in Berlin. The arbitration proceedings shall be conducted in German. Annexes to pleadings may also be submitted in English without the need for translation.