

GENERAL TERMS AND CONDITIONS OF PURCHASE OF PRÄZI-FLACHSTAHL AG AND PRÄZI-FÖRDERTECHNIK GMBH

STATUS: 01.10.2022

1. SCOPE, FORM

- 1.1. These General Terms and Conditions of Purchase ("GTC") apply to all business relationships with our business partners and suppliers ("Sellers"). The GTC only apply if the seller is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
- 1.2. The GTC apply in particular to contracts for the sale and/or delivery of movable goods ("goods"), regardless of whether the seller manufactures the goods himself or purchases them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTC in the version valid at the time of our order or at least in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.
- 1.3. These GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the seller shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This consent requirement applies in any case, for example also if the seller refers to his general terms and conditions in the context of the order confirmation and we do not expressly object to this.
- 1.4. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order take precedence over the GTC. In case of doubt, commercial clauses are to be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- 1.5. Legally relevant declarations and notifications by the Seller in relation to the contract (e.g. setting of deadlines, reminders, withdrawals) must be submitted in writing. Written form within the meaning of these GTC includes written and text form (e.g. letter, e-mail, fax). Legal formal requirements and other evidence, in particular in the case of doubts about the legitimacy of the declarant, remain unaffected.
- 1.6. References to the applicability of statutory provisions are only of clarifying significance. Therefore, even without such clarification, the statutory provisions apply insofar as they are not directly amended or expressly excluded in these GTC.

2. CONCLUSION OF CONTRACT

- 2.1. Our order is considered binding at the earliest upon written submission or confirmation. The seller must inform us of obvious errors (e.g. typographical and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise the contract is deemed not to have been concluded.
- 2.2. The seller is obliged to confirm our order in writing within a period of 2 weeks or, in particular, to execute it unconditionally by sending the goods (acceptance).

- 2.3. Late acceptance is considered a new offer and requires acceptance by us. The same applies to assumptions under extension, restrictions or other changes; these are to be understood as a new offer and require our acceptance.

3. DELIVERY TIME AND DELAY IN DELIVERY

- 3.1. The delivery time specified by us in the order is binding. If the delivery time has not been specified in the order and has not been otherwise agreed, it will be 2 weeks from the conclusion of the contract. The seller is obliged to inform us immediately in writing if he is unlikely to be able to meet agreed delivery times – for whatever reason.
- 3.2. If the Seller does not provide its services or does not provide them within the agreed delivery time, or if they are in default, our rights – in particular to withdrawal and compensation for damages – shall be determined in accordance with the statutory provisions. The provisions in Section 3.3 remain unaffected.
- 3.3. If the seller is in default, we may – in addition to further statutory claims – demand lump-sum compensation for our damage caused by delay in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the goods delivered late. We reserve the right to prove that higher damage has occurred. The seller reserves the right to prove that no or only significantly less damage has occurred.

4. PERFORMANCE, DELIVERY, TRANSFER OF RISK, DEFAULT OF ACCEPTANCE

- 4.1. The Seller shall not be entitled to have the service owed by it performed by third parties (e.g. subcontractors) without our prior written consent. The seller bears the procurement risk for his services, unless otherwise agreed in the individual case (e.g. limitation to stock).
- 4.2. Delivery is made "free of charge" within Germany to the location specified in the order. If the destination is not specified and nothing else has been agreed, delivery must be made to our registered office in Everswinkel. The respective destination is also the place of performance for the delivery and any subsequent performance (obligation to bring).
- 4.3. The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article number and number) and our order ID (date and number). If the delivery note is missing or incomplete, we are not responsible for any resulting delays in processing and payment. Separately from the delivery note, a corresponding dispatch note with the same content must be sent to us.
- 4.4. The Seller is obligated to provide an individual or long-term supplier declaration on preferential origin (in the case of EU suppliers) or certificates on preferences (in the case of non-EU suppliers) upon our request. As part of a supplier's declaration, the goods designated must be specified with a commodity tariff number and a description. In the event that the description of the commodity tariff number is not clear, the various goods must be listed in an annex. This appendix must be signed like a supplier's declaration and stamped. If this is the case, it must be stated that the products originate in the European Union. In addition, the country of origin must be

specified. The seller is obliged to inform us immediately if the declaration no longer applies.

- 4.5. The risk of accidental loss and accidental deterioration of the item shall pass to us upon delivery at the place of performance. If acceptance has been agreed, this is decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services also apply accordingly in the event of acceptance. It is equivalent to the handover or acceptance if we are in default of acceptance.
- 4.6. The statutory provisions apply to the occurrence of our default of acceptance. However, the seller must also expressly offer us his service if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the seller can demand reimbursement of his additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract concerns an unjustifiable item to be manufactured by the seller (one-off production), the seller is only entitled to further rights if we undertake to cooperate and are responsible for the failure to cooperate.

5. PRICES AND PAYMENT TERMS

- 5.1. The price specified in the order is binding. All prices include statutory sales tax, unless this is stated separately.
- 5.2. Unless otherwise agreed in the individual case, the price includes all services and ancillary services of the Seller (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- 5.3. The agreed price is due for payment within 30 calendar days of complete delivery and service (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the seller will grant us a 3% discount on the net amount of the invoice. In the case of bank transfer, payment is made on time if our transfer order is received by our bank before the payment deadline; we are not responsible for delays caused by the banks involved in the payment process.
- 5.4. We do not owe any interest on the due date. The statutory provisions apply to late payment.
- 5.5. We are entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In particular, we are entitled to withhold payments due as long as we are still entitled to claims against the seller for incomplete or defective services.
- 5.6. The Seller shall have a right of set-off or retention only on the basis of legally established or undisputed counterclaims.

6. CONFIDENTIALITY AND RETENTION OF TITLE, PROVISION

- 6.1. We reserve the right of ownership and copyright to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and are to be returned to us after the contract has been completed. The documents must be kept secret from third parties, even after the termination of the contract. The obligation of secrecy shall only expire when and to the extent that the knowledge contained in the

- documents provided has become generally known. Special non-disclosure agreements and legal regulations for the protection of secrets remain unaffected.
- 6.2. Section 6.1 above shall apply mutatis mutandis to fabrics and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that we provide to the Seller for production. Such objects – as long as they are not processed – must be kept separately at the seller's expense with the proper care of a merchant and must be insured against destruction and loss to an appropriate extent. The seller is also obliged to inform us immediately if there is a seizure, imminent seizure or a similar threat to the items provided.
 - 6.3. Processing, mixing or combining (further processing) of provided items by the seller is carried out for us. The same applies to further processing of the delivered goods by us, so that we are considered the manufacturer and acquire ownership of the product at the latest with further processing in accordance with the statutory provisions.
 - 6.4. The transfer of ownership of the goods to us must take place unconditionally and regardless of the payment of the price. However, if we accept an offer of transfer of ownership by the seller in an individual case that is conditional on the payment of the purchase price, the seller's retention of title expires at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, we remain authorised to resell the goods with advance assignment of the resulting claim even before the purchase price has been paid (alternatively, the application of the simple retention of title extended to the resale). In any case, this excludes all other forms of retention of title, in particular extended, forwarded and extended retention of title.

7. DEFECTIVE DELIVERY

- 7.1. Our rights in the event of defects in quality and title of the goods (including incorrect and short delivery as well as improper assembly/installation or inadequate instructions) and in the event of other breaches of duty by the Seller shall be governed by the statutory provisions and, exclusively for our benefit, by the following additions and clarifications.
- 7.2. According to the statutory provisions, the seller is liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to us. In any case, those product descriptions are deemed to be agreements on quality that are the subject of the respective contract – in particular by designation or reference in our order – or have been incorporated into the contract in the same way as these GTC. It makes no difference whether the product description comes from us, the seller or the manufacturer. Likewise, the generally accepted rules of technology shall be deemed to be the agreed quality, unless otherwise agreed between the parties.
- 7.3. In the case of goods with digital elements or other digital content, the Seller is obliged to provide and update the digital content in any case to the extent that this results from a quality agreement pursuant to Clause 7.2 or other product descriptions of the manufacturer or on his behalf, in particular On the Internet, in advertising or on the product label.
- 7.4. The Seller undertakes not to make any changes to the goods to be delivered to us that may lead to changes in the specification, drawings or quality standards or in any other way affect the operational safety and function of our products. The Seller will

not make such changes to the goods to be delivered without our prior written consent.

- 7.5. We are not obliged to inspect the goods or make special enquiries about any defects when concluding the contract. In partial deviation from Section 442 (1) sentence 2 of the German Civil Code (BGB), we are therefore entitled to claims for defects without restriction even if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
- 7.6. The statutory provisions (§§ 377, 381 HGB) apply to the commercial inspection and notification obligation with the following proviso: Our duty to inspect is limited to defects that come to light during our incoming goods inspection under external inspection, including the delivery documents (e.g. transport damage, incorrect and underdelivery) or are recognisable during our quality control in a random sampling procedure. If acceptance has been agreed, there is no obligation to inspect. In addition, it depends on the extent to which an investigation is feasible after the proper course of business, taking into account the circumstances of the individual case. Our obligation to give notice for defects discovered later remains unaffected. Without prejudice to our duty to inspect, our complaint (notification of defects) shall be deemed to be immediate and timely if it is sent within 8 calendar days of discovery or, in the case of obvious defects, of delivery.
- 7.7. Subsequent performance also includes the removal of the defective goods and their reinstallation, provided that the goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; our statutory claim to reimbursement of corresponding expenses (removal and installation costs) remains unaffected. The Seller shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, even if it turns out that there was actually no defect. Our liability for damages in the event of unjustified demand for the remedy of defects remains unaffected; in this respect, however, we are only liable if we have recognized or grossly negligently failed to recognize that there was no defect.
- 7.8. Without prejudice to our statutory rights and the provisions of Section 7.6, the following applies: If the Seller fails to comply with its obligation to remedy the defect – at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) – within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance from the Seller. If the subsequent performance by the seller has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), there is no need to set a deadline; we will inform the seller of such circumstances immediately, if possible in advance.
- 7.9. If we are sued by third parties for the violation of a statutory property right, the Seller shall indemnify us against these claims as well as all necessary expenses incurred by the Buyer in connection with the claim by the third party and the defence against them, as the cause is set in his sphere of control and organisation and he himself is liable in the external relationship.
- 7.10. In addition, in the event of a material or legal defect, we are entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. In addition, we are entitled to compensation for damages and expenses according to the legal regulations.

8. SUPPLIER RECOURSE

- 8.1. In addition to the claims for defects, we are entitled without restriction to our statutory claims for expenses and recourse within a supply chain (supplier recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u BGB). In particular, we are entitled to demand from the seller exactly the type of subsequent performance (repair or replacement delivery) that we owe to our customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right of choice (§ 439 para. 1 BGB) is not restricted by this.
- 8.2. Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2, 3, 6 sentence 2, 475 para. 4 BGB), we will notify the seller and ask for a written statement with a brief explanation of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, it is the seller's responsibility to prove the opposite.
- 8.3. Our claims for supplier recourse shall also apply if the defective goods have been combined with another product or processed in any other way by us, our customer or a third party, e.g. by incorporation, attachment or installation.

9. PRODUCER'S LIABILITY

- 9.1. If the Seller is responsible for product damage, he must indemnify us against claims by third parties to the extent that the cause is in his sphere of control and organization and he himself is liable in the external relationship.
- 9.2. As part of its indemnification obligation, the Seller shall reimburse expenses pursuant to Sections 683 and 670 of the German Civil Code (BGB) arising from or in connection with a claim by third parties, including recalls carried out by us. We will inform the seller about the content and scope of recall measures – as far as possible and reasonable – and give him the opportunity to comment. Further statutory claims remain unaffected.
- 9.3. The Seller shall take out and maintain product liability insurance with a lump sum insured of at least EUR 10 million per personal injury/property damage.

10. STATUTE OF LIMITATIONS

- 10.1. The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise provided below.
- 10.2. In deviation from Section 438 (1) No. 3 of the German Civil Code, the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period begins with acceptance. The 3-year limitation period also applies accordingly to claims arising from defects of title, whereby the statutory limitation period for claims for restitution in rem by third parties (§ 438 para. 1 no. 1 BGB) remains unaffected; In addition, claims based on defects of title shall not become statute-barred in any case as long as the third party can still assert the right against us – in particular due to the lack of a statute of limitations.

10.3. The limitation periods of the Sales Law, including the above extension, shall apply – to the extent permitted by law – to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) applies, unless the application of the limitation periods of the sales law leads to a longer limitation period in the individual case.

11. ADVERTISING

The seller may not use the fact of the business relationship for advertising or public relations purposes unless we have previously agreed to this.

12. PROVISION OF SERVICES ON OUR PREMISES

If the service or part of it is provided on our premises, the seller is obliged to follow the statutory regulations applicable to us and the regulations and instructions determined within the company. This applies in particular to occupational safety, environmental protection, fire protection, plant security (entering and driving on the factory premises), data protection and ID requirements, as well as the applicable working time regulations. When entering the factory premises, the seller must actively inform himself about existing regulations and register with the plant management and, if necessary, be instructed.

13. DATA PROTECTION

The contracting parties comply with the statutory data protection provisions; in particular the BDSG and the GDPR.

14. CHOICE OF LAW AND PLACE OF JURISDICTION

- 14.1. The law of the Federal Republic of Germany shall apply to these GTC and the contractual relationship between us and the Seller, to the exclusion of uniform international law, in particular the UN Convention on Contracts for the International Sale of Goods.
- 14.2. If the seller is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction – including international jurisdiction – for all disputes arising from the contractual relationship is our registered office in Everswinkel. The same applies if the seller is an entrepreneur within the meaning of Section 14 of the German Civil Code. However, in all cases we are also entitled to bring an action at the place of fulfilment of the delivery obligation in accordance with these GTC or a priority individual agreement or at the general place of jurisdiction of the seller. Overriding statutory provisions, in particular on exclusive competences, remain unaffected.