

General Terms and Conditions of Purchase of Vöhringer GmbH & Co. KG

§ 1

Scope

- (1) The following Terms and Conditions of Purchase (hereinafter referred to as "**EKB**") shall apply only to entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law or special funds under public law (hereinafter referred to as "**Supplier**").
- (2) Our Terms and Conditions of Purchase shall apply exclusively; we do not recognize any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's goods without reservation in the knowledge that the supplier's terms and conditions are contrary to or deviate from our Terms and Conditions of Purchase.
- (3) The following terms and conditions of purchase shall apply to all deliveries and services to us, unless otherwise agreed.
- (4) All agreements made between us and the supplier for the purpose of executing a contract shall be set out in writing in a contract.
- (5) In the event of continuous business relations between us and the supplier, the following EKB shall also apply to future orders without renewed express reference.

§ 2

Offer, order, conclusion of contract, call-offs

- (1) The preparation of offers and cost estimates by the Supplier is free of charge and binding for us.
- (2) Offers to us must include all relevant information necessary for an assessment of quality and price.
- (3) Delivery contracts (order and acceptance) and delivery call-offs as well as their supplements must be in writing; verbal and telephone orders require our written confirmation to be legally binding; this also applies in the event of subsequent amendments to orders already placed.
- (4) The written form is also fulfilled by remote data transmission or e-mail.
- (5) If the order is not confirmed in writing by the Supplier within five working days of receipt by the Supplier, we shall be entitled to revoke the order.
- (6) Delivery schedules within the scope of order and call-off planning shall become binding if the Supplier does not object within two working days of receipt.
- (7) A confirmation by the Supplier which deviates from our order constitutes a new offer which requires our renewed written consent.
- (8) We may demand changes to the contractual items in terms of quality and quantity from the Supplier within the scope of reasonableness. In this context, the effects, in particular with regard to additional and reduced costs as well as with regard to the delivery dates, shall be settled by mutual agreement in an appropriate manner.
- (9) We reserve the property rights and copyrights to any documents handed over to the Supplier, including illustrations, drawings and calculations; they

may not be made accessible to third parties without our express written consent. They are to be used exclusively for the delivery based on our order. They must be kept secret from third parties; in this respect, the provisions in § 9 shall apply in addition.

- (10) The basis of the order by us are the respective agreed specifications of the goods. In particular, our approvals of samples, specimens, descriptions or other examples of goods supplied in advance as well as those specifications and product descriptions which - e.g. by designation or reference in our order - are the subject matter of the contract shall be deemed to be an agreement on the quality.
- (11) The Supplier undertakes to comply with all laws applicable in the EU as well as in the country of delivery and the respective applicable state of the art.

§ 3

Prices and terms of payment

- (1) The price stated in the order is binding and includes all services and ancillary services of the supplier as well as all ancillary costs.
- (2) Unless otherwise agreed, the prices shall be understood as delivered to the named place (DAP according to Incoterms 2020) including packaging. Value added tax is not included.
- (3) We can only process invoices if they are verifiable and, in accordance with the specifications in our purchase order, state the order and article number shown there; the supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.
- (4) Unless otherwise agreed, we shall pay the purchase price within 20 days, calculated from delivery and receipt of a proper and verifiable invoice, with

a 3% discount or within 30 days from delivery and receipt of a proper and verifiable invoice without deduction.

- (5) The invoice must be sent exclusively to our e-mail address rechnung@voehringer.com. It must not be enclosed with a shipment.
- (6) We shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent provided by law. In particular, we shall be entitled to withhold payments due as long as we are still entitled to claims against the supplier arising from incomplete or defective performance.
- (7) We reserve the right to choose the method of payment. In the case of payment by bank transfer, the legality of the payment depends solely on the transfer order being received by the recipient or the bank within the payment deadline.
- (8) Invoices of the Supplier which deviate from the delivery or service shall only be deemed to have been received by us from the time of their correction into a proper invoice.
- (9) Payments on our part do not imply recognition of the delivery or service as being in accordance with the contract.
- (10) We do not owe any interest on arrears. The statutory provisions shall apply to default in payment.

§ 4

Delivery time

- (1) Agreed dates and deadlines are binding. The receipt of the goods by us shall be decisive for compliance with the delivery date or delivery period. If delivery "free works" (DAP or DDP in accordance with Incoterms 2020) has not been agreed, the Supplier shall make the goods available in good

time, taking into account the time to be agreed with the carrier for loading and dispatch.

- (2) Early deliveries are accepted only after prior written agreement.
- (3) The Supplier shall inform us immediately in writing if circumstances occur or become apparent to him which indicate that the agreed delivery time cannot be met.
- (4) The Supplier is only entitled to excess or short deliveries or partial deliveries after written approval by us. Any additional costs incurred as a result shall be borne by the Supplier.
- (5) If the agreed deadline is not met due to a circumstance for which the Supplier is responsible, we shall be entitled, at our discretion and without prejudice to further statutory provisions, to withdraw from the contract after expiry of a reasonable grace period, to procure a replacement from a third party and/or to claim damages for non-performance. We shall be entitled to compensation for all additional costs incurred by us due to delayed deliveries for which the Supplier is responsible. Acceptance of the delayed delivery shall not constitute a waiver of any claims for compensation.
- (6) If the Supplier fails to meet the agreed delivery date, we shall also be entitled to demand 1% of the order value as a contractual penalty for each commenced calendar week of the delivery delay, but no more than 5%. The forfeiture of the contractual penalty shall not preclude the assertion of further damages with offsetting of the contractual penalty. If we accept the goods or services despite the delay, we may claim the contractual penalty without having reserved this right at the time of acceptance. The Supplier shall be at liberty to prove a lesser damage or to prove the non-existence of a damage.
- (7) We reserve the right to change the quantity of ordered deliveries or to order the temporary suspension of planned deliveries for operational reasons.

- (8) In the event of an earlier delivery than agreed, we shall be entitled to refuse performance or to return the goods to the Supplier at the Supplier's expense and risk. If the goods are not returned, we shall store them at our premises at the supplier's expense and risk. With regard to payment, the agreed delivery date shall be decisive.

§ 5

Force majeure

Force majeure, operational disruptions through no fault of our own, civil unrest, official measures and other unavoidable events exempt us from liability for the duration of their occurrence from the obligation to timely acceptance. During such events as well as within two weeks after their end, we shall be entitled - without prejudice to our other rights - to demand full or partially withdraw from the contract, insofar as these events are not are of insignificant duration and our needs are limited due to the therefore required to procure elsewhere is significantly reduced.

§ 6

Delivery, transfer of risk, transfer of ownership, acceptance of goods and documentation

- (1) The transport of goods shall be at the expense and risk of the Supplier free agreed place of delivery. If, in exceptional cases, carriage forward delivery is agreed, we shall only bear the most favorable freight costs, unless we have prescribed a specific type of shipment.
- (2) Deliveries are to be carried out with the freight company determined or agreed upon by us, unless "free domicile" has been agreed upon as an exception.

- (3) The material risk shall not pass to us until delivery and acceptance of the goods or services at the agreed place of delivery, irrespective of the bearing of costs.
- (4) Ownership of the goods shall pass to us upon transfer of risk. The transfer of ownership of the goods shall be unconditional and without regard to the payment of the corresponding remuneration. Any retention of title by the Supplier, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing shall not be recognized.
- (5) The Supplier shall send us a delivery advice electronically to our e-mail address lieferschein@voehringer.com in due time before the delivery. Furthermore, the Supplier shall enclose a delivery bill with the delivery. Furthermore, the Supplier shall indicate our order number, article number, article description, delivery quantity, delivery date and delivery address on all delivery papers, order confirmations, invoices, etc.. The delivery papers are to be handed over to our incoming goods department. If the Supplier fails to do so, we shall not be responsible for any resulting delays in processing.
- (6) We shall not be in default of acceptance due to any delays that may occur, in particular stand and waiting times, for which we are not responsible.

§ 7

Transfer of rights

The contract concluded with us may not be assigned to third parties, either in whole or in part, without our written consent. Claims against us may only be assigned with our written consent. This shall not apply if the legal transaction which gave rise to the claim is a commercial transaction for both parties or if the supplier is a legal entity under public law or a special fund under public law.

§ 8

Warranty for material defects, incoming goods inspection, quality assurance and notification of defects

- (1) The statutory provisions on material defects shall apply unless otherwise stipulated below.
- (2) The Supplier guarantees that the delivered goods are free of defects, in particular that they have the contractually agreed quality and quantity, comply with the specifications required by us and meet the quality and safety standards offered at the time of delivery. We must agree to any changes prior to delivery of the goods.
- (3) Our obligation to inspect shall be limited to defects which become evident during the incoming goods inspection by external examination including the delivery documents as well as during our quality control by sampling (e.g. transport damage, wrong or short delivery). We shall notify the supplier of such obvious defects in the delivery as well as hidden defects as soon as they are discovered in the ordinary course of business. In this respect, the supplier waives the objection of delayed notification of defects.
- (4) For quantities, weights and dimensions, the values determined by our incoming goods inspection are decisive.
- (5) The Supplier shall carry out a quality control during production and an outgoing goods inspection and must check the quality of his deliveries accordingly and comprehensively.
- (6) The Supplier shall carry out quality assurance which is suitable in terms of type and scope and which corresponds to the state of the art and shall provide us with evidence of this upon request. The Supplier shall conclude a corresponding quality assurance agreement with us insofar as we deem

this necessary. The Supplier shall prepare appropriate inspection and test reports relating to the production of the order and shall retain these documents for a period of ten (10) years after the performance of this order, unless we determine otherwise; the Supplier shall make these documents available to us upon request. The Supplier shall grant us access to his premises for the purpose of quality audits to the extent necessary and after prior consultation.

- (7) The Supplier shall name a contact person as well as his contact details for availability outside normal business hours as well as on public holidays and weekends and shall notify us immediately of any changes to this person.
- (8) We shall have the right to choose the type of subsequent performance. The Supplier shall have the right to refuse the type of subsequent performance chosen by us if it is only possible at disproportionate cost.
- (9) If the Supplier does not comply with the request for rectification of defects or replacement delivery without undue delay, at the latest, however, after 7 working days, or if he is unable to carry it out, we shall be entitled to withdraw from the contract and/or to claim damages in lieu of performance as well as to return the goods to the Supplier at the supplier's risk and expense and to make alternative arrangements. The Supplier shall bear the necessary costs arising from this.
- (10) In urgent cases, if the immediate rectification of defects is justified by a special interest on our part or if it is to be feared that the rectification of defects by the Supplier would result in delays which would make it more difficult for us to fulfill our obligations to our customers, or if the rectification of defects by the supplier would cause higher costs than the rectification of defects by us, we shall be entitled, at the Supplier's expense and without its prior notification, to carry out or have carried out to the necessary extent by ourselves or by third parties a necessary rectification of defects or reworking of the defective delivery or service (self-performance). In such cases, we shall also be entitled to procure defect-free goods or services

from third parties (replacement procurement). The Supplier shall bear the costs required for self-performance or replacement procurement.

- (11) We may return goods not delivered in accordance with the contract at the Supplier's expense and risk.
- (12) If a defect in the delivery is only discovered after further processing or further delivery of the goods supplied by the Supplier, the Supplier shall bear all necessary costs associated with the replacement or rectification of the defective goods, in particular inspection, transport, travel, labor and material costs.
- (13) If we incur costs as a result of the defective delivery of the subject matter of the contract, in particular transport, travel, labor, installation, dismantling and material costs or costs for a customary scope of work, material costs or costs for an incoming inspection exceeding the usual scope, the Supplier shall bear these costs.
- (14) In the event of insolvency, suspected insolvency or insolvency of the Supplier, we shall be entitled to retain an appropriate security, but at least 10% of the agreed price, until the expiry of the limitation period for warranty claims.
- (15) The Supplier assigns its warranty claims against its upstream suppliers to us. We hereby accept this assignment. We are entitled to disclose this assignment in the event of insolvency of the Supplier. Furthermore, we are entitled to withdraw from the orders for the scope of delivery not yet fulfilled at this point in time.
- (16) The Supplier shall indemnify us against all claims of third parties based on a defect from the supplier's scope of performance. The Supplier shall bear all costs arising from a defect, including any recall costs.
- (17) If the delivered goods are processed into an end product which is sold to a consumer, we shall be entitled to a right of recourse against the Supplier

in accordance with Sections 478, 445a, 445b of the German Civil Code (BGB) in the event of a claim by our customers.

- (18) The limitation period is 36 months, calculated from the transfer of risk, unless the mandatory provisions of §§ 438, 634a BGB apply. In the case of replacement deliveries, the warranty period for the replaced part shall start anew.

§ 9

Liability, product liability, indemnification, liability insurance obligation

In the event that claims are asserted against us on the basis of product liability, the Supplier shall indemnify us against such claims if and to the extent that the damage was caused by a defect in the product supplied by the Supplier. However, in cases of fault-based liability, this only applies, if the Supplier is at fault. If the cause of damage lies within the Supplier's area of responsibility, he must provide evidence, that he is not at fault.

- (19) In the cases of subsection (1) above, the Supplier shall bear all costs and expenses, including the costs of any legal action.
- (1) In all other respects, the statutory provisions shall apply.
- (2) Prior to a recall that is wholly or partially the result of a defect of the subject matter of the contract delivered by the Supplier, we shall inform the Supplier, give him the opportunity to cooperate and exchange ideas with him on efficient implementation, be it unless the information or participation of the Supplier is not possible due to special urgency. Insofar as a recall action is the result of a defect in the subject matter of the contract delivered by the Supplier, the Supplier shall bear the costs of the recall action.

- (3) In order to secure its obligations arising from the delivery relationship with us, the Supplier shall take out business liability and product liability insurance, including recall risk, in an adequate amount with coverage of at least € 3 million per personal injury/property damage and maintain it at its own expense on a continuous basis and for at least 3 years beyond the delivery. Upon request, the Supplier shall provide us with written evidence of the conclusion and existence of such insurance. Further claims for damages on our part remain unaffected by this.

§ 10

Withdrawal and termination rights

- (1) In addition to the statutory rights of withdrawal, we shall be entitled to withdraw from the contract if a significant deterioration in the financial circumstances of the Supplier occurs or threatens to occur and the fulfillment of a delivery obligation towards us is jeopardized as a result.
- (2) We are further entitled to withdraw from the contract if
 - a) the Supplier becomes insolvent,
 - b) the Supplier stops his payments,
 - c) the Supplier is threatened with insolvency pursuant to § 18 InsO (German Insolvency Code) or overindebtedness of the supplier becomes apparent,
 - d) an application is filed by the Supplier for the opening of insolvency proceedings or comparable proceedings for the settlement of debts in respect of the assets or the business of the Supplier, or
 - e) if the opening of insolvency proceedings against the assets of the Supplier is rejected for lack of assets.
- (3) In the event of a continuing obligation, the above subsections (1) and (2) shall apply mutatis mutandis with the proviso that an extraordinary right of termination without notice shall apply instead of the right of rescission.

- (4) If the Supplier has rendered partial performance, we shall only be entitled to withdraw from the entire contract if we have no interest in the partial performance.
- (5) If we withdraw from or terminate the contract on the basis of the aforementioned contractual rights of withdrawal or termination, the Supplier shall compensate us for any damages incurred as a result, unless the Supplier is not responsible for the occurrence of the rights of withdrawal or termination.
- (6) Statutory rights and claims shall not be limited by the provisions contained in this § 10.

§ 11

Execution of works

Persons who perform work on our factory premises in fulfillment of the contract shall observe the provisions of the respective factory regulations. Liability for accidents that occur to these persons on the factory premises is excluded, insofar as these do not result from intentional or grossly negligent breach of duty by our legal representatives or vicarious agents.

§ 12

Provision

- (1) Materials, parts, containers and special packaging ("**Provisions**") provided by us against payment or free of charge shall remain our property. These may only be used as intended. The processing and assembly of the Provisions shall be carried out for us.
- (2) It is agreed that we are co-owners of the products manufactured using our materials and parts in the ratio of the value of the materials provided to the value of the overall product, and that the Supplier shall keep these in safe

custody for us. We shall retain co-ownership of the products manufactured using our materials and parts until our claims arising from the provision of materials and parts have been satisfied in full.

§ 13

Secrecy and data protection

- (1) The Supplier undertakes to keep confidential all business and technical information made available by us within the scope of an order, including product specifications and all documents prepared by the Supplier for us in connection with an order (hereinafter referred to as "**Confidential Information**"), and to use such information solely for the purpose of executing the order. Confidential Information may not be reproduced, used commercially or made available to third parties without our prior written consent.
- (2) The Supplier may only provide Confidential Information, including in its own operations, to those persons who must necessarily be involved in the execution of the order and whom the Supplier has also obligated to maintain secrecy. The Supplier undertakes to impose corresponding confidentiality obligations on this group of persons, insofar as this has not already been done. In addition, he shall also take all reasonable precautions to prevent third parties from gaining access to the work results or the Confidential Information obtained from us. The Supplier shall be liable for any breach of the confidentiality obligations by a third party to whom it has made Confidential Information accessible.
- (3) The obligations of § 9 subsection (1) and subsection (2) shall not apply insofar as Confidential Information is demonstrably generally known, becomes generally known through no fault of the Supplier, is lawfully obtained from a third party or was already known to the Supplier.
- (4) Advertising with the business connection to us and other statements to the public or authorities regarding this business connection are only permitted

with prior written consent, unless these statements are required by mandatory legal regulations.

- (5) The obligation to maintain secrecy pursuant to this § 9 shall continue to apply after termination of the supply or business relationship subject to the following sentence 2 for a period of 5 years. If the Confidential Information is a trade or business secret, the obligation to maintain secrecy shall be unlimited in time. The above duty of confidentiality shall apply mutatis mutandis to the documents referred to in paragraph (1) above and received in the course of initiating a contract if a contract is not concluded, with the proviso that the duty of confidentiality shall commence when it is established that the contract negotiations have failed.
- (6) Immediately after termination of the supply and business relationship or at our request at any time, the Customer shall return to us all Confidential Information received from us, whether in writing or not, and all copies thereof or, if return is not possible, delete the same.
- (7) The Supplier shall ensure that all persons entrusted with the performance of the contract within the scope of the supply and business relationship comply with the statutory provisions on data protection.

§ 14

Compliance

- (1) Within the business relationship with us, the Supplier undertakes not to offer or grant benefits or to demand or accept benefits that violate applicable anti-corruption regulations, neither in business dealings nor in dealings with public officials.
- (2) The Supplier undertakes not to enter into any agreements or concerted practices with other companies within the business relationship with us which have the purpose or effect of preventing, restricting or distorting competition in accordance with the applicable antitrust legislation.

- (3) The Supplier assures to comply with the respective applicable laws regulating the general minimum wage and to oblige subcontractors commissioned by him to the same extent. Upon request, 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 us against claims by third parties and shall be obliged to reimburse any fines imposed on us in this connection.
- (4) The Supplier shall comply with the respective statutory regulations on the treatment of employees, environmental protection and occupational safety and shall work to reduce adverse effects on people and the environment in its activities. For this purpose, the Supplier shall set up and further develop a management system according to ISO 14001 within the scope of its possibilities. Furthermore, the Supplier shall observe the principles of the UN Global Compact Initiative, which essentially concern the protection of international human rights, the abolition of forced and child labor, the elimination of discrimination in hiring and employment, as well as responsibility for the environment (www.unglobalcompact.org).
- (5) In the event of a suspected breach of the obligations pursuant to subsections (1) to (4) above, the Supplier shall immediately clarify possible breaches and inform us of the clarification measures taken. If the suspicion proves to be justified, the Supplier must inform us within a reasonable period of time of the internal measures it has taken to prevent future violations. If the Supplier does not comply with these obligations within a reasonable period of time, we reserve the right to withdraw from contracts with him or to terminate them with immediate effect.
- (6) In the event of serious violations of the law by the Supplier and in the event of violations of the provisions in the above paragraphs (1) to (4), we reserve the right to withdraw from existing contracts or to terminate them without notice.

§ 15

Place of performance, place of jurisdiction, choice of law

- (1) The place of performance for all deliveries and services is Trochtelfingen, Germany.
- (2) Without our prior written consent, the Supplier shall not be entitled to have the performance owed by it rendered by third parties (e.g. subcontractors).
- (3) If the Supplier is a merchant, a legal entity under public law or a special fund under public law, the place of performance shall be the exclusive place of jurisdiction; however, we shall also be entitled to sue the supplier at its place of business.
- (4) All legal relations between the parties shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and private international law.

§ 16

Final provisions

Should individual provisions of these General Terms and Conditions of Purchase be or become legally invalid, this shall not affect the validity of the remaining provisions.

Vöhringer GmbH & Co KG
In Aufzügen 11
DE 72818 Trochtelfingen
Phone: + 49 7124 9298-0
info@voehringer.com

Status: 14.03.2022

