

General Terms & Conditions of Purchase of WEINIG VERTRIEB UND SERVICE GMBH & CO. KG

Sect. 1 Area of Application, Form

- (1) These General Terms & Conditions of Purchase (GTCP) shall apply to all business relationships with our business partners and suppliers ("Seller"). The GTCP shall apply only if the Seller is an entrepreneur (sect. 14 BGB (German Civil Code)), a legal person under public law or a special fund under public law.
- (2) The GTCP shall apply, in particular, to contracts on the sale and/or delivery of movable things ("Goods"), regardless of whether the Seller manufactures the Goods or purchases them from external suppliers (sect. 433, 650 BGB). Unless otherwise agreed, the GTCP in the version valid at the time of the buyer's PO or, at any event, in the version most recently communicated to the buyer shall apply as framework agreement to future contracts of the same kind as well, without we having to refer to them again in each individual case.
- (3) These GTCP shall apply exclusively. Differing, conflicting or complementing General Terms & Conditions of the Seller shall become an integral part of the contract only if and to the extent that we explicitly consented to their applicability in writing. This requirement of consent shall apply in any case, including, but not limited to, those cases where we accept the Seller's deliveries without reservation whilst being aware of the Seller's General Terms & Conditions.
- (4) Individual agreements made with the Seller in a given case (including side agreements, amendments and modifications) shall take precedence over these GTCP in any event. Subject to evidence to the contrary, the content of such agreements shall be governed by a written contract or our written confirmation.
- (5) Legally relevant declarations and advices of the Seller in relation to the contract (e.g. fixing a time limit, warning notice, withdrawal) are to be made in writing, i.e. in written or text form (e.g. letter, e-mail, telefax). Statutory formal requirements and further proofs, in particular in case of doubts about the declarant's legitimation, shall remain unaffected.
- (6) References to the applicability of statutory regulations shall be for purposes of clarification only. Unless directly modified or explicitly excluded in these GTCP, the statutory regulations shall hence apply even without any such clarification.

Sect. 2 Contract Conclusion

- (1) Our PO shall be deemed to be binding at the earliest when placed or confirmed in writing. The Seller has to make us aware of apparent errors (e.g. misspellings or miscalculations) and any incompleteness in the PO including the PO documents so that we can correct or complete them before their acceptance, failing which the contract shall be deemed not concluded.
- (2) The Seller shall be required to confirm our PO in writing or, in particular by dispatching the Goods, to execute our PO without reservation within a time limit of two weeks.

Any belated acceptance shall be deemed to be a new quote and shall be subject to our acceptance.

Sect. 3 Delivery Time and Default in Delivery

- (1) The delivery time indicated on the PO shall be binding. If the delivery time has been neither indicated on the PO nor otherwise agreed, it shall be two weeks from contract conclusion. The Seller shall be obliged to notify us in writing without delay if the Seller is likely unable to adhere to the agreed delivery times for any reasons whatsoever.
- (2) If the Seller fails to perform at all or within the agreed delivery time or defaults, our rights, in particular to withdrawal and damages, shall be governed by the statutory regulations. The arrangements in para. 3 shall remain unaffected.

- (3) If the Seller is in default, we may demand, besides farther-reaching statutory claims, liquidated compensation for our damage caused by default in the amount of 1% of the net price for each completed calendar week, not exceeding, however, a total of 5% of the net price of the Goods delivered belatedly. Proof of any higher arisen damage shall remain reserved to us. Proof that no damage at all or only significantly lower damage arose shall remain reserved to the Seller.

Sect. 4 Performance, Delivery, Passing of Risk, Default in Acceptance

- (1) The Seller shall not be entitled to have third parties (e.g. subcontractors) render the performance owed by the Seller without our prior written consent. Unless otherwise agreed in a given case (e.g. limitation to stock), the Seller shall bear the procurement risk for the Seller's performances.
- (2) Delivery shall be performed "free domicile" within Germany to the place indicated on the PO. If the place of destination has not been indicated and unless otherwise agreed, delivery has to be performed to our place of business in Tauberbischofsheim. The respective place of destination shall also be the place of performance for the delivery and any potential cure (debt to be discharged at creditor's domicile).
- (3) Delivery is to be accompanied by a delivery note along with date (issuance and dispatch), delivery content (item number and quantity) as well as our PO ID (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in handling and payment. An appropriate dispatch notice with the same content is to be sent to us separately from the delivery note.
- (4) The risk of accidental destruction and accidental deterioration of the thing shall pass to us upon handover at the place of performance. The passing of risk shall be governed by any agreed acceptance. The statutory regulations of the law on contracts to produce a work shall apply, mutatis mutandis, to any acceptance in other respects as well. Handover or acceptance shall not be affected by us being in default in acceptance.
- (5) The occurrence of our default in acceptance shall be governed by the statutory regulations. The Seller must explicitly offer us the Seller's performance even if for any action or assistance by us (e.g. provision of material) a specific or specifiable calendar time has been agreed. If we default in acceptance, the Seller may demand compensation for the Seller's extra expenses under the statutory regulations (sect. 304 BGB). If the contract relates to a non-fungible thing to be manufactured by the Seller (custom-made item), the Seller shall be entitled to farther-reaching rights only if we undertook to render assistance and are responsible for the failure to render assistance.

Sect. 5 Prices and Terms of Payment

- (1) The price indicated on the PO shall be binding. Unless separately shown, all prices are to be understood inclusive of the statutory VAT.
- (2) Unless otherwise agreed in a given case, the price shall include all performances and ancillary performances of the Seller (e.g. assembly, mounting) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- (3) The agreed price shall be due for payment within 30 calendar days from full delivery and performance (including any potentially agreed acceptance) as well as receipt of a proper invoice. If we effect payment within 15 calendar days, the Seller shall grant us 3% cash discount on the invoice net amount. In case of bank remittance, payment shall be deemed effected on time if our bank receives our remittance order before the end of the term of payment, with us not being responsible for delays by the banks involved in the payment transaction.
- (4) We shall not owe any interest on maturity. Default in acceptance shall be governed by the statutory regulations.
- (5) Rights to set-off and rights of retention as well as the defence of unperformed contract shall be due to us within the scope of legislation. We shall be entitled, in particular, to retain due payments as long as claims from incomplete or defective performances are still due to us against the Seller.

- (6) The Seller shall have a right to set off or right of retention only on account of counterclaims that have been finally and non-appealably established or are uncontested.

Sect. 6 Non-Disclosure and Retention of Title

- (1) We reserve property rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and returned to us on completion of the contract. The documents are not to be disclosed to third parties, even after termination of the contract. The non-disclosure obligation shall expire only if and to the extent that the knowledge contained in the surrendered documents has become generally known.
- (2) The foregoing provision shall apply, mutatis mutandis, to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other objects we provide to the Seller for manufacture. As long as they are not processed, such objects are to be kept separately and insured against destruction and loss to a reasonable extent at the Seller's expense.
- (3) Any processing, intermixture or combination (further processing) of provided objects by the Seller shall be performed for us. The same shall apply to any further processing of the delivered Goods by us, with the result that we shall be deemed to be the manufacturer and shall acquire title to the product upon further processing at the latest in accordance with the statutory regulations.
- (4) The Goods are to be re-assigned to us unconditionally and regardless of the payment of the price. If we accept any offer for re-assignment of the Seller that is conditioned by the purchase price payment in a given case, however, the Seller's retention of title shall expire upon payment of the purchase price for the delivered Goods at the latest. We shall remain authorised to realienate the Goods in the proper course of business, even before payment of the purchase price, by assigning the resultant receivable in advance (alternatively, applicability of the ordinary retention of title prolonged to resale). All other forms of retention of title, in particular the extended one, the forwarded one and the one prolonged to further processing, shall hence be excluded at any rate.

Sect. 7 Defective Delivery

- (1) Unless otherwise provided for hereinafter, our rights for material and legal defects in the Goods (including false and shortfall in delivery as well as improper assembly, defective assembly, instructions for operation and use) and for other breaches of duty by the Seller shall be governed by the statutory regulations.
- (2) Under the statutory regulations, the Seller shall be liable, in particular, for ensuring that the Goods have the agreed quality when risk passes to us. Any product descriptions that are covered by the respective contract or were incorporated in the contract in the same manner as these GTCP, in particular by specification or reference on our PO, shall be deemed to be an agreement on quality at any rate, with it being irrelevant whether the product description originates from us, the Seller or the manufacturer.
- (3) We shall not be obliged to inspect the Goods or to make any particular inquiries about potential defects upon contract conclusion. By way of partial derogation from sect. 442(1) s. 2 BGB, claims for defects shall hence be due to us without limitation even if we have no knowledge of the defect upon contract conclusion due to gross negligence.
- (4) The commercial duty to examine and give notice of defects shall be governed by the statutory regulations (sect. 377, 381 HGB (German Commercial Code)) with the following proviso: our duty to examine shall be limited to defects which become evidently manifest upon our incoming goods inspection with external review, including the delivery notes (e.g. transport damage, false and shortfall in delivery), or can be recognised during our quality control by random sampling. No duty to examine shall apply to the extent that any acceptance has been agreed. Other than that, the extent to which any examination with due regard to the circumstances of the individual case is advisable in the proper course of business shall be essential. Our duty to give notice of defects discovered later shall remain unaffected. Without prejudice to our duty to examine, our notice

(of defects) shall be deemed to be given without delay and on time at any rate if it is sent off within 5 working days from discovery or, for apparent defects, from delivery.

- (5) Cure shall also include the demounting and remounting of the defective Goods, where these have been mounted into or attached to any other thing in line with their nature and intended use, with our statutory claim to reimbursement of appropriate expenses remaining unaffected. The expenses required for purposes of inspection and cure shall be borne by the Seller, even if it turns out that there had been no defect in the first place. Our liability for damages due to any unjustified request for remedy of defects shall remain unaffected, with us being liable in this respect only if we recognised or, due to gross negligence, failed to recognise that there had been no defect.
- (6) The following shall apply without prejudice to our statutory rights and the regulations in para. 5: if the Seller fails to comply with the obligation to perform cure, at our choice by remedying the defect (subsequent improvement) or delivering a thing free of defects (replacement delivery), within a reasonable time limit set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required to that end or an appropriate advance from the Seller. If cure by the Seller failed or is unreasonable for us (e.g. on account of particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no time limit needs to be set; we shall notify the Seller of such circumstances without delay, where possible in advance.
- (7) Other than that, we shall be entitled to reduce the purchase price or to withdraw from the contract under the statutory regulations in case of any material or legal defect. Moreover, we may claim damages and reimbursement of expenses under the statutory regulations.

Sect. 8 Recourse Against Suppliers

- (1) Our recourse claims within a supply chain, as determined by law (recourse against suppliers under sect. 445a, 445b, 478 BGB), shall be due to us without limitation besides the claims for defects. We shall be entitled, in particular, to demand precisely the type of cure (subsequent improvement or replacement delivery) from the Seller that we owe our customers in the given case. This shall not limit our statutory right of choice (sect. 439(1) BGB)).
- (2) Before we acknowledge or satisfy any claim for defects (including reimbursement of expenses under sect. 445a(1), 439(2) and (3) BGB) asserted by our customers, we shall notify and ask the Seller for both a brief outline of the facts of the case and a written position statement. If no substantiated position statement is made within a reasonable time limit and if no consensual solution is effected either, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, evidence to the contrary has to be furnished by the Seller.
- (3) Our claims from recourse to suppliers shall apply even if the defective Goods had been further processed by us or any other entrepreneur, e.g. by being mounted into any other product.

Sect. 9 Producer Liability

- (1) If the Seller is responsible for any product damage, the Seller has to indemnify us from any claims of third parties to the extent that the cause originates from the Seller's sphere of control and organisation and the Seller is personally liable in relation to third parties.
- (2) In the context of the Seller's indemnification obligation, the Seller has to reimburse any expenses under sect. 683, 670 BGB that result from or in connection with the assertion of any claim by third parties, including recall campaigns performed by us. We shall notify the Seller of the nature and scope of recall campaigns, where possible and reasonable, and shall give the Seller the opportunity to make a position statement. Farther-reaching statutory claims shall remain unaffected.
- (3) The Seller has to take out and maintain a product liability insurance with a minimum lump-sum amount covered of EUR 10 million per damage to persons/property.

Sect. 10 Limitation

- (1) Unless otherwise provided for hereinafter, the mutual claims of the contract parties shall become statute-barred under the statutory regulations.
- (2) By way of derogation from sect. 438(1)(3.) BGB, the general limitation period for claims for defects shall be 3 years from passing of risk. To the extent that any acceptance has been agreed, limitation shall commence upon acceptance. The 3-year limitation period shall also apply, mutatis mutandis, to claims from legal defects, with the statutory limitation period for claims of third parties for return of the purchased thing (sect. 438(1)(1.) BGB) remaining unaffected; in addition, claims from legal defects shall become time-barred on no account as long as the third party can still assert the right against us, especially for lack of limitation.
- (3) The limitation periods under sale of goods law, including the foregoing prolongation, shall apply to all contractual claims for defects within the scope of legislation. To the extent that non-contractual damages claims are due to us on account of any defect as well, these shall be governed by the regular statutory limitation (sect. 195, 199 BGB), unless applying the limitation periods under sale of goods law results in any longer limitation period in a given case.

Sect. 11 Choice of Law and Place of Jurisdiction

- (1) These GTCP and the contractual relationship between us and the Seller shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, especially of UN Sales Law.
- (2) If the Seller is a merchant in terms of the Commercial Code, a legal person under public law or a special fund under public law, the place of both exclusive and international jurisdiction for all disputes arising from the contractual relationship shall be our place of business in Tauberbischofsheim. The same shall apply if the Seller is an entrepreneur in terms of sect. 14 BGB. We shall also be entitled in all cases, however, to take legal action at the place of performance of the delivery obligation under these GTCP or any individually agreed terms taking priority or at the Seller's place of general jurisdiction. Statutory regulations taking priority, in particular on exclusive jurisdictions, shall remain unaffected.

as of March 2021