

General Terms and Conditions of Purchase

WEZAG GmbH & Co.

1. Scope of application

- 1.1. These General Terms and Conditions of Purchase (hereinafter referred to as "Terms and Conditions of Purchase") shall apply to all business relationships of WEZAG GmbH & Co. KG (hereinafter also referred to as "WEZAG") with our business partners, service providers and suppliers (hereinafter referred to as "Supplier"). The Terms and Conditions of Purchase shall only apply if the Supplier is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.
- 1.2. The Terms and Conditions of Purchase shall apply in particular to contracts for the sale or delivery of goods and orders for works and services (hereinafter referred to as "Goods"), irrespective of whether the Supplier manufactures the Goods itself or purchases them from sub suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the Terms and Conditions of Purchase in the version valid at the time of the order or in any case in the version last provided to the Supplier 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 Terms and Conditions of Purchase shall apply exclusively. Deviating, conflicting or supplementary terms and conditions of the Supplier shall only become part of the contract if and insofar as we have expressly agreed to them in writing. This requirement of consent shall apply in any case, for example even if the Supplier refers to its terms and conditions of sales in the order confirmation and we do not expressly reject them.
- 1.4. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in our order shall take precedence over these Terms and Conditions of Purchase.
- 1.5. Legally relevant declarations and notifications by the Supplier in relation to the contract (e.g. setting deadlines, reminders, withdrawal) must be made in writing. Written form within the meaning of these Terms and Conditions of Purchase includes written and text form (e.g. letter and email).
- 1.6. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase.

2. Conclusion of contract

- 2.1. Our order shall be deemed binding at the earliest upon written submission or confirmation. The Supplier shall notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance.

2.2. The Supplier is obliged to confirm our order in writing within a period of 2 (two) working days from the date of issuance of the order.

2.3. Delayed acceptance shall be deemed a new offer and requires acceptance by us.

3. Delivery time and delay in delivery

3.1. The delivery time specified by us in the order is binding. The Supplier is obliged to inform us immediately in writing if he is – for whatever reason - not able to meet agreed delivery times.

3.2. If the Supplier fails to perform or fails to perform within the agreed delivery time or is in delay of delivery, our rights - in particular with regard to withdrawal and damages - shall be determined in accordance with the statutory provisions. The provisions in clause 3.3 shall remain unaffected.

3.3. If the Supplier is in delay of delivery, we may - in addition to further statutory claims - demand a lump-sum compensation for our damages caused by the delay in the amount of 1% of the net price per completed calendar week, but not more than 5% of the net price of the Goods delivered late in total. We reserve the right to prove that higher damages have been incurred. The Supplier reserves the right to prove that no damage at all or only significantly less damages have been incurred.

4. Subcontractor

4.1. The Supplier is not entitled to have the services or Goods owed or to be supplied by him performed by third parties without our written consent.

4.2. If we give our consent, the Supplier shall remain responsible for the proper fulfillment of the contract. The Supplier shall only use qualified third parties.

5. Performance, delivery, transfer of risk, default of acceptance

5.1. The Supplier shall bear the risk of sourcing for its services and Goods unless otherwise agreed in individual cases.

5.2. Deliveries shall be made within Germany in accordance with ICC INCOTERMS 2020 DDP to the place of destination detailed in the order. If the place of destination is not detailed and unless agreed otherwise, delivery shall be made to our registered office in Stadtallendorf. The respective place of destination is also the place of performance for the delivery and any subsequent performance.

5.3. The deliveries must be accompanied by a delivery note stating the date (issue and dispatch), contents of the delivery (WEZAG article number and quantity) and our order identification (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding advanced shipping note with the same data must be sent to us separately from the delivery note.

5.4. The risk of accidental loss and accidental deterioration shall pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall apply accordingly if an acceptance is agreed. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

5.5. The statutory provisions shall apply to the question whether we are in default of acceptance. However, the Supplier must also expressly offer us its performance if a

specific or determinable calendar date has been agreed for an action or cooperation on our part (e.g. supply of material).

6. Prices and terms of payment

- 6.1. The price stated in the order is binding. All prices include statutory value added tax if this is not shown separately.
- 6.2. Unless otherwise agreed, the price shall include all services of the Supplier (e.g. assembly, installation) as well as all additional costs (e.g. proper packaging, transportation costs including any transportation and liability insurance).
- 6.3. The agreed price shall be due for payment within 30 (thirty) calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 (fourteen) calendar days, Supplier grants us a 3% (three percent) discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before expiry of the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.
- 6.4. We do not owe any interest on arrears. The statutory provisions shall apply to default in payment.

7. Set-off rights and rights of retention

- 7.1. We shall be entitled to set-off rights and rights of retention as well as the defense of non-performance of the contract to the extent permitted by law. In particular, we shall be entitled to withhold due payments if we are entitled to claims against the Supplier arising from incomplete or defective deliveries or services.
- 7.2. The Supplier shall only have a set-off right or right of retention if the claims were finally determined by a court or are undisputed.

8. Confidentiality and retention of title

- 8.1. We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to us after termination of the contract. The documents must be kept secret from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and to the extent the information has become generally known. Individual confidentiality agreements and the applicable laws to protect confidential information shall remain unaffected.
- 8.2. The above shall apply accordingly to components and materials (e.g. finished and semi-finished products) as well as to tools, templates, samples and other objects which we provide to the Supplier for production. Such objects shall - as long as they are not processed - be stored separately at the Supplier's expense and be insured to a reasonable extent against destruction and loss. The Supplier shall only be entitled to reverse engineer the components, materials and samples made available to him with our prior consent. Information obtained by means of reverse engineering shall be deemed confidential and must be kept secret from third parties.
- 8.3. Any processing, mixing or combination (further processing) by the Supplier of components and materials provided by us shall be carried out on our behalf. The same applies in the event of further processing of the delivered Goods to us, so that we are

deemed to be the manufacturer and acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

- 8.4. The transfer of ownership of the Goods to us shall be unconditional and independent of the payment of the price. However, if in individual cases we accept an offer of the Supplier for transfer of ownership conditional on payment of the purchase price, the Supplier's reservation of title shall expire at the latest upon payment of the purchase price for the delivered Goods. We shall remain authorized to resell the Goods in the ordinary course of business even before payment of the purchase price, assigning the resulting claim in advance. This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

9. Quality management and product requirements

- 9.1. The Supplier shall be obliged to implement and maintain an effective quality assurance system and to provide evidence of this without undue delay upon our request.
- 9.2. At our request, the Supplier shall implement a quality management system in accordance with ISO 9000 ff. or equivalent. We are entitled to audit this quality management system ourselves or through third parties commissioned by us.
- 9.3. The Supplier shall ensure that the Goods delivered by him meet at least all relevant requirements for placing on the market in the European Union and in the European Economic Area. He must prove conformity to us on request by submitting suitable documents.

10. Warranties

- 10.1. The statutory provisions and, exclusively in our favor, the following additions and clarifications shall apply to our rights in the event of defects and defects of title of the Goods (including incorrect and short deliveries as well as improper assembly/installation or defective instructions) and in the event of other breaches of contract by the Supplier.
- 10.2. In particular, the Supplier warrants that the Goods have the agreed quality upon transfer of risk. The product descriptions shall be deemed to be an agreement on the quality of the Goods - in particular by detailing or reference in our order - which are the subject of the respective contract and are included, for example, in our specifications or drawings. This applies irrespective of whether the product description originates from us, the Supplier or the manufacturer.
- 10.3. We are not obliged to inspect the Goods or make special inquiries about any defects when the contract is concluded. We shall also be entitled to claims for defects without restriction if the defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence.
- 10.4. The statutory provisions (Section 377, 381 German Commercial Code) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso:

- 10.4.1. Our obligation to inspect the Goods shall be limited to defects which become apparent during the incoming goods inspection under an external examination, including the delivery documents (transport damage, incorrect and short deliveries).
 - 10.4.2. If acceptance has been agreed, there is no obligation to inspect.
 - 10.4.3. Our obligation to give notice of defects discovered at a later date shall remain unaffected. Notwithstanding our duty to inspect, our complaint (notice of defects) shall in any case be deemed to be without undue delay and in due time if it is sent within 30 (thirty) working days of discovery or, in the case of obvious defects, of delivery.
- 10.5. Notwithstanding the above, we expressly have the right to accept Goods only subject to reservation and to carry out a product-specific inspection to ensure that the Goods are free of defects and to notify the Supplier of any defects.
- 10.6. Subsequent performance shall also include the removal of the defective Goods and reinstallation, provided that the Goods were installed in another object or attached to another object in accordance with their nature and intended use before the defect became apparent; our statutory claim for reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, shall be borne by the Supplier even if it turns out that there was actually no defect. Our liability for damages in the event of unjustified requests to remedy defects shall remain unaffected; however, we shall only be liable in this respect if we recognized or acted grossly negligent in not recognizing that there was no defect.
- 10.7. Without prejudice to our statutory rights and Clause 10.6 the following shall apply: If the Supplier fails to fulfill its obligation to provide subsequent performance - at our discretion either by remedying the defect (repairment) or by delivering defect-free Goods (replacement delivery) - within a reasonable deadline set by us, we may remedy the defect ourselves and demand reimbursement of the expenses or a corresponding advance payment from the Supplier. If subsequent performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need to be set; however we shall inform the Supplier of such circumstances without undue delay, if possible in advance.
- 10.8. Otherwise, in the event of defect or defect of title, we shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. We shall also be entitled to compensation for damages and expenses in accordance with the statutory provisions.

11. Product liability

- 11.1. If the Supplier is responsible for product liability, he shall indemnify us against any third-party claims to the extent that the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.
- 11.2. Within the scope of its indemnification obligation, the Supplier shall reimburse expenses pursuant to Sections 683, 670 BGB arising from or in connection with claims asserted by third parties, including recall campaigns. We shall inform the Supplier of the content and scope of a recall - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.

11.3. The Supplier shall take out and maintain a product liability insurance with a coverage of at least EUR 3 (three) million per personal injury/property damage. Certification of the insurance and the amount of the sum insured must be provided to us on request.

12. Spare parts

12.1. The Supplier is obliged to keep spare parts in stock for a period of at least 5 (five) years after delivery, unless we have agreed otherwise with the Supplier.

12.2. If the Supplier intends to discontinue the production of spare parts for the Goods delivered to us at or after the expiry of the aforementioned or individually agreed period, the Supplier shall inform us without undue delay of the discontinuation. This notification must be made at least 12 (twelve) months before production is discontinued.

13. Statute of limitations

13.1. The claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.

13.2. The general limitation period for claims for defects is 2 (two) years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The two-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims for restitution and return (*Herausgabeansprüche*) shall remain unaffected; furthermore, claims shall in no case become time-barred as long as the third party can still claim rights or damages - in particular in the absence of a limitation period - against us.

13.3. The limitation periods of sales law, including the above extension, shall apply - to the extent provided by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages, the statutory limitation period (Section 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales or contracts for work and services leads to a longer limitation period in individual cases.

14. Compliance and social responsibility

14.1. The Supplier is obliged to comply with all applicable laws. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labor and environmental protection regulations. In particular, the Supplier undertakes not to offer or grant benefits in business dealings or in dealings with public officials that violate applicable anti-corruption regulations. The statutory regulations on occupational safety and health protection are recognized and complied with as an essential part of all operating procedures.

14.2. The Supplier warrants payment of an appropriate wage and equal remuneration for work of equal value as well as compliance with the applicable minimum wage laws and shall oblige its suppliers to the same extent. Upon request, the Supplier shall provide evidence of compliance with these assurances. In the event of a breach, the Supplier shall indemnify us against claims by third parties and is obliged to reimburse any fines imposed on us.

14.3. The Supplier shall respect and protect the legally protected rights of the German Supply Chain Due Diligence Act (hereinafter referred to as "LkSG"), in particular internationally recognized human rights, including the avoidance of forced and child labor and the elimination of discrimination in hiring and employment. The Supplier shall implement

appropriate and effective measures in its business area to ensure that its suppliers also comply with the aforementioned rights and obligations.

- 14.4. The Supplier must respond to our inquiries regarding compliance and social responsibility in the supply chain within a reasonable period of time. The Supplier shall without undue delay clarify any risks and violations of human rights and environmental obligations within the meaning of the LkSG and report to us without delay. The Supplier undertakes to cooperate with regard to actions initiated by us and to provide truthful and complete information. If necessary, the parties may agree on additional actions. These may also include training courses for the Supplier.

15. Export control

- 15.1. The Supplier warrants that it will provide the Goods without violating any economic, trade or financial sanctions or embargoes imposed by the Federal Republic of Germany or the European Union. This also applies to economic, trade or financial sanctions or embargoes imposed by the United States of America, the United Kingdom, Switzerland, Canada or Australia, insofar as they do not conflict with European or German legal provisions.
- 15.2. The purchase of Goods from the Supplier is subject to the proviso that (i) there are no restrictions to performance due to national or international export control regulations, e.g. embargoes or sanctions, and (ii) neither the Supplier nor its majority-owned subsidiaries are or become subject to sanctions or act directly or indirectly for a listed person.

16. Choice of law and place of jurisdiction

- 16.1. These Terms and Conditions of Purchase and the contractual relationship between us and the Supplier shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
- 16.2. If the Supplier qualifies as a businessman within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Stadtallendorf. However, in all cases we shall also be entitled to bring an action at the place of performance in accordance with these Terms and Conditions of Purchase or an overriding individual agreement or at the general place of jurisdiction of the Supplier. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.