

**General Terms and Conditions of Purchase (GTCP)  
of ESKA Erich Schweizer GmbH  
September 2023**

**Article 1 Scope**

1. In addition to any other contractual agreements, these GTCP shall exclusively apply to all transactions between us and the vendor, supplier, contractor and service provider, hereinafter known as the Supplier. We shall not accept any different provisions. These GTCP shall apply even if we accept the goods or services when we are aware of the existence of other terms and conditions.
2. The conclusion of a contract shall not fail due to contradictory general terms and conditions of business. Insofar as colliding general terms and conditions of business are identical, the mutually agreed terms shall apply. In addition, the provisions set out in our GTCP shall be agreed even if non-colliding provisions in the Supplier's general terms and conditions of business contradict them. On the other hand, those provisions in the Supplier's general terms and conditions of business which do not agree with the contents of our GTCP shall not be part of the contract. Dispositive law shall apply in all other cases.
3. These GTCP shall also apply to all future contracts with the Supplier without them being expressly included unless or until we issue new general terms and conditions of purchasing.
4. These GTCP shall only apply to enterprises in the sense of Article 14 of the German Civil Code [BGB].

**Article 2 Quotations**

1. Quotations and samples shall be free of charge for us. Any discrepancies from our inquiry must be clearly mentioned in the quotation. The Supplier shall be bound to its quotation for one month.
2. Our documents must be returned to us without delay and free of charge if they are no longer needed for fulfilling the contract.
3. Orders must be accepted in writing by the Supplier, quoting our purchase order number, within one week of the purchase order date.
4. Confirmed prices shall be regarded as fixed prices.
5. Unless they are revoked by the Supplier within one week of receipt, call orders shall then become binding.
6. Skeleton orders shall only provide entitlement to purchase raw materials in the required quantities.
7. The order must not be transferred to or completed by third parties, not even in part, without our consent. This shall entitle us to cancel the order and to claim compensation.
8. The production of parts for call orders shall not be permitted until the call order has been received.

**Article 3 Changes**

1. We may demand that the contract be amended before the order is fulfilled. The amendments shall be agreed by mutual consent. We must be notified without delay of any reservations concerning the amendments requested by us.
2. If it is not possible to reach agreement, we shall be entitled to cancel the contract; in this case the Supplier shall be paid reasonable compensation for its costs.
3. The Supplier shall not be permitted to amend the order.

**Article 4 Terms of delivery, price and payment**

1. The goods shall be delivered on the basis of the DDP (Delivered Duty Paid) clause set out in INCOTERMS 2020.
2. The prices shall be understood to include delivery to the consignee address in euros, including packaging, freight, tolls, postage, customs duties, insurance and excluding taxes, particularly value-added tax. Value-added tax must be shown separately.
3. A price shown in the order shall be regarded as the maximum price. The actual price may be below but not above it.
4. The Supplier shall not charge us any higher prices or grant us any worse terms than those used for other comparable customers.
5. Separate invoices for each purchase order are to be supplied immediately on delivery of the goods in triplicate, marking the original and copies. They must contain the order reference, order number and part number.
6. Unless otherwise agreed, payments shall be made by us in euros to the German bank account of the Supplier at no charge to it.
7. Payments shall be made when the invoice is due, the goods have been received in full and in perfect condition or the service has been completed in perfect form. This shall apply as and where applicable if part consignments have been agreed.

8. Delays caused by incorrect invoices shall not adversely affect the agreed discount periods. If discount has been agreed, payment shall be made as agreed but at least within 14 days minus 3% or within 30 days net from the date of receipt of the goods by us.

9. In the event of late payment, we shall not be held in default in the case of slight negligence. Our obligation to pay compensation for damage caused by delay is limited to the damage that typically occurs.

10. If advance payments have been agreed, an unlimited fulfilment guarantee from a German bank or insurance company shall be provided in return for the payment by the Supplier for the amount of the advance payment. In the event of delays in delivery, default interest at a rate of 9 percentage points above the base rate shall be deducted in accordance with Article 247 of the Civil Code. The Supplier shall be permitted to provide evidence that the actual damages were lower. Claims of default damages by us shall not be affected by this provision.

11. If it becomes apparent after the conclusion of the contract that the delivery of the goods we require is at risk as a result of a lack of capacity on the part of the Supplier we may refuse payment and set a reasonable deadline for the Supplier in which it must supply goods against payment on a reciprocal basis or must provide security. If the Supplier refuses or the deadline passes fruitlessly, we shall be entitled to cancel the contract and demand compensation.

12. We shall be entitled to cancel the contract if the solvency of the Supplier deteriorates to an extent that jeopardises the fulfilment of the contract or if the Supplier ceases making deliveries. This right to cancel may also be exercised in part.

13. The Supplier shall not be entitled to assign accounts receivable from us to third parties without our consent or to allow third parties to collect them. If an extended reservation of title is agreed, this consent shall be deemed to have been granted. If the Supplier nevertheless assigns accounts receivable from us to a third party without our consent, we may make payment to either the Supplier or the third party to exempt ourselves from this obligation.

14. We shall be entitled to exercise set off and retention rights within the statutory limits. The Supplier shall only be entitled to set-off and retention rights if the counter claim on which the service refusal, retention or set-off rights are based is undisputed or has been established by a court of law or a decision is pending on it.

**Article 5 Incoming goods inspection and notification**

1. Consignments must be inspected by us on receipt only to check their identity, quantity and for externally visible signs of transport damage. A complaint shall be prompt if the Supplier is notified of it by us per E-Mail or in writing within 10 working days of the discovery of a defect. To this extent, the Supplier waives its right to claim that a complaint was made late. A complaint by our customers shall take precedence for goods which are sold on by us.

2. In the event of a justified complaint, we reserve the right to charge the Supplier with the inspection and complaint costs using a lump sum complaint amount of EUR 150 plus VAT.

3. The Supplier shall bear the costs and risk of the return transport of defective goods.

**Article 6 Delivery, default, contract penalty, transfer of risk**

1. The deadlines and periods specified in the order or call order shall be binding. We shall not be obliged to accept the goods or services before the delivery date.

For the delivery of goods, the receipt of the goods at the agreed plant by us or the place of receipt or use specified by us, shall decide on whether the periods and deadlines have been met. The prompt and complete provision of the service shall be decisive for deadlines for services. The timing of the acceptance procedure shall be decisive for contract services.

2. Part consignments and part services shall only be permitted with our consent.

3. The Supplier must notify us without delay of any difficulties which prevent it from making the delivery on schedule in the specified quantity and quality and obtain a decision on whether we wish to continue with the order. It shall be liable for any failures to make such notification or if notification is made late.

4. If the goods are delivered earlier than agreed, we reserve the right to return them at the expense of the Supplier or to place them in temporary storage with third parties at the expense of the

Supplier. If the goods are not returned or placed in temporary storage with third parties after being delivered early, the goods shall be stored by us at the expense and risk of the Supplier until the delivery date. In the event of early delivery, we reserve the right not to make payment until the agreed due date. If the goods are delivered early, the calculation of the discount period shall commence on the agreed delivery date or the date of receipt of the invoice by us, depending on which occurs later.

5. In the event of the Supplier being in default, we shall be entitled to our statutory rights. The exclusion or limitation of liability by the Supplier shall be excluded.

6. In the event of repeated late deliveries by the Supplier, we shall be entitled to cancel the contract or to terminate it without notice. In the event of a deadline being missed without fault, we shall be entitled to cancel the contract if missing the deadline is significant and the urgency of the delivery so requires as a result of a deadline we are facing. In the event of cancellation, we may retain part consignments if we pay for them.

7. If the Supplier is in default, it shall be obliged to comply with a request by us to ship the goods urgently (express courier, overnight courier, express parcel, air freight, etc.) at its expense.

8. No reminder or the setting of a deadline shall be required if a "fixed" delivery date has been agreed or if the Supplier states that it will be unable to supply the goods within the lead time.

9. If the Supplier is in default, after providing a reminder we shall be entitled to demand a contract penalty of 5% of the net value of the goods or services per started week, but not exceeding a total of 20% of the net value of the goods or services, and to cancel the contract. We reserve the right to demand higher compensation. The Supplier shall be permitted to provide evidence that the actual damages were lower. The contract penalty shall be set off against any claim for compensation. The right to demand payment of an agreed contract penalty shall not be forfeited by the fact that the contract penalty was not expressly reserved during the acceptance of the late delivery as long as it is claimed before the final payment is made.

10. If the Supplier is in default, we shall be entitled to purchase goods or services from another supplier to cover our needs if such purchases are expedient in the circumstances to prevent the threat of consequential damages. The additional reasonable costs we incur as a result of this must be paid by the Supplier.

11. The Supplier can only claim that a delay is due to the lack of documentation to be supplied by us if it has sent a written reminder about the documents and has not received them within a reasonable period of time.

12. In the event of a delayed acceptance procedure we shall only be liable for compensation if we were to blame.

13. A delivery note in duplicate must accompany every consignment giving details of all the identifiers specified in the order, particularly the order number, part number, batch number and item number.

Part and residual consignments must be specially marked.

The delivery note shall be affixed to the outside of the goods either under a sticker or under packing paper with the note: "Delivery note here".

All the documents which must accompany the goods for import consignments must be included with the consignment, in particular goods movement certificates, express notes, customs consignment notes, certificates of origin and invoices (depending on the shipment method and country of destination).

14. We shall be notified in advance of all deliveries. This notification shall include information about our order number, quantity, dimensions, weights, special regulations for handling the goods, unloading, transport and storage.

Delays, additional costs and damage which result from a failure to comply with the shipment instructions shall be charged to the Supplier. We reserve the right to return packaging materials to the Supplier.

15. The risk shall not be transferred after delivery until after the goods have been unloaded by the Supplier or forwarding contractor at the consignee address specified by us or after the acceptance procedure. This shall apply even if our personnel help with the unloading.

16. The goods may be received during business hours or the goods receiving times specified by us.

#### **Article 7 Forces majeures, emergency production right**

1. A force majeure is an external event that affects the parties to the contract and hinders or prevents the correct fulfilment of the contract without the parties to the contract having any influence on it. Forces majeures may in particular be the result of war, fire, sickness and risks of sickness, labour disputes, business and traffic problems or official orders.

In the event of imminent or existing forces majeures, the parties to the contract shall negotiate the amendment of their contractual duties. This shall particularly apply if forces majeures result or may result in damages. This may involve default damages or compensation claims by customers in the downstream supply chain.

The parties shall then in particular consider the statutory division of liability in cases of non or late fulfilment under which compensation claims are normally dependent on culpability. The negotiations shall in particular focus on the necessity for temporary or permanent non-delivery, the possibility of delivering a lower quantity, delivering at a later date or delivering by different means. Delivering by different means includes changed material specifications and a change of supplier or raw materials. The parties to the contract shall inform each other proactively about the start, nature and end of the problems.

2. If the Supplier or one of its subcontractors suffers a force majeure which prevents the Supplier from providing us with the contract duties it owes us under this contract for a period of more than 4 weeks, we shall be entitled to manufacture the contract products or provide the ordered service ourselves or have it manufactured or provided by third parties. The requirement for this, however, shall be that as a result of the problem, we are unable to comply with our delivery or service provision duties to third parties and both we and the contracted third parties have previously concluded a confidentiality agreement with the obligation that any supplied confidential information can only be used for the manufacture of the contract products or the provision of the service. In this case, the Supplier must supply us with all tools required for the manufacture of the contract products or the provision of the service if they are not available on the open market, as well as providing all the required documents, drawings, samples and other documentation and information without delay at our request and to provide all reasonable support for the relocation of the production or provision of the service and to grant us limited transferable, non-exclusive, irrevocable utility rights free of charge for the period for which the force majeure lasts plus a reasonable period for the start-up of production by the Supplier.

#### **Article 8 Quality requirements**

1. Our minimum expectations for the Supplier's quality management system shall be its certification under the current version of DIN EN ISO 9001.

2. The Supplier shall provide the assurance that it shall implement and use all the suitable quality assurance measures required to assure the quality of its goods and services.

It must ensure that its suppliers maintain an equivalent quality management system which ensures that its goods, services, factory work, deliveries and externally finished or otherwise treated parts are free of defects. Further details shall be regulated in the individual quality agreements, if possible in writing, between the parties.

3. The Supplier shall provide itself information about the purpose of its products, services and contract services.

4. The Supplier shall notify us without delay of modifications to its products, its capacity to supply them, possible uses or quality resulting from statutory regulations and shall coordinate suitable measures with us in each individual case. The same shall apply as soon as and in as far as the Supplier realises that such modifications will be necessary.

5. The Supplier must label its items in such a way that they can be identified as its products and the traceability of the products by it is secured.

6. The Supplier shall supply factory inspection certificates and safety data sheets with its goods.

7. The Supplier shall select and monitor its subcontractors on the basis of their technical and qualitative capacities.

8. The Supplier shall monitor the application and effectiveness of its processes and those of its subcontractors by means of annual audits and must give us an opportunity to take part in these audits.

9. Quality-relevant records must be archived for at least 20 years after the delivery of its products/provision of services in legible form and in a secure place where they are protected from access by third parties and must be made available at any time at our request.

10. When it accepts the order, the Supplier confirms that the order can be manufactured or completed on the basis of the agreed terms and conditions.

11. To verify its stable quality level, it shall conduct an annual requalification audit, starting from the date on which the initial samples are approved.

#### **Article 9 Material and legal defects**

1. The statutory definition of defect in § 434 German Civil Code (BGB) shall apply. The Supplier shall in particular warrant that its products and services comply with the statutory and official requirements and with the relevant technical standards, they are state of the art and also comply with the agreed properties in text and drawing as well as being suitable for their intended purpose, with which the Supplier is familiar.

2. The Supplier shall also warrant that the services and goods supplied by it are not covered by the rights of third parties, and in particular that they do not breach any domestic or foreign intellectual property rights held by third parties.

3. On request, it shall provide us with details of all applications for intellectual property rights which it uses in relation to the products or services it supplies. If it realises that it is in breach of intellectual property rights or intellectual property right applications, it must notify us of this without delay and without having to be requested to do so and provide us with all the information we require for defending the claim and support us in the defence of the claims within reason at its own expense.

#### **Article 10 Claims for defects and damages**

1. Complaints result in additional costs. For this reason, we reserve the right to charge an administrative fee of EUR 150.00 per justified complaint. The Supplier shall be entitled to provide evidence that we incurred lower expenditure and we shall be entitled to provide evidence that we incurred higher expenditure.

2. We shall be entitled, at our discretion, to demand subsequent fulfilment in the sense of replacement or rectification from the Supplier, to withdraw from the contract or reduce the purchase price and demand compensation or reimbursement of our costs in accordance with the statutory regulations.

The Supplier undertakes to bear all the expenses for the purposes of defect rectification, replacement delivery or damage rectification, in particular transport, travel, labour, material and replacement costs.

The provisions of Article 445a of the German Civil Code relating to compensation for expenses under the proviso of Article 439 of the German Civil Code shall apply as and where appropriate, even if we have supplied our customer with defective complete items (Gesamtsache) and the defect within the item was caused by a product from our Supplier.

3. If the Supplier does not complete the defect rectification work or replacement delivery by a reasonable deadline set by us or if the defect rectification work is impossible or fails, we shall be entitled to cancel the contract and demand compensation instead of fulfilment.

If, due to special urgency, it is no longer possible to notify the Supplier of the defect and potential losses and to set it a deadline for this work, albeit a short one, we shall be entitled to rectify the defect at the expense of the Supplier ourselves or to have it rectified by a third party.

4. If the same goods are supplied repeatedly in defective form, we shall be entitled to cancel the contract, including for the non-fulfilled part of the order, after giving a written warning, if further defective goods are supplied.

5. Our defect rectification or compensation claims shall become statute-barred after a period of 36 months after the date of delivery of the products manufactured by us using the goods provided by the Supplier, but at the latest after a period of 60 months from the date of delivery to us and, for services and contract services, after a period of 60 months after the acceptance of the services and contract services. This shall only apply if the law does not specify a longer statute of limitations or one which starts at a later date.

If the acceptance procedure is delayed at no fault of the Supplier, the warranty period shall be a maximum of 60 months from the date on which the goods were ready for the acceptance procedure. The provisions of Article 445 b of the German Civil Code relating to the statute of limitations under the contract shall apply as and where appropriate, even if we have supplied our customer with defective overall goods and the defect within the overall goods was caused by a product from our Supplier. The statute of limitations in these cases shall be three years.

The warranty period for defects on parts for buildings shall be 60 months from the date on which they were accepted or commissioned.

For components which do not remain operational during the period of refuelling or damage rectification work or otherwise cannot be used for their intended purpose, the warranty period shall be extended by the period of the break in operation or use.

The statute of limitations set out above shall apply even in the event that the Supplier has accepted a guarantee for its products, work or services.

6. Claims against the Supplier based on legal defects concerning the products, services or contract services shall become statute-barred five years after delivery to us or acceptance by us. This shall only apply if the law does not specify a longer statute of limitations or one which starts at a later date.

7. If the Supplier is clearly not only acting with goodwill or with the intent of finding an amicable settlement of a dispute but in the knowledge that it has a duty to rectify the defect wherein the scope, duration and costs of the defect rectification work must be given particular consideration, the statute of limitations shall restart for any new components supplied from the date on which the replacements were delivered. The statute of limitations shall restart for components refinished during the warranty period only in respect of the original defect and the consequences of the refinishing work.

8. On request, the Supplier shall defend, indemnify and hold harmless us from and against any compensation claims by third parties based on defects in the goods or incorrectly provided services if it (the Supplier) is responsible for the damage. If we are sued by third parties as a result of liability which is independent of culpability on the basis of mandatory law, the Supplier shall defend, indemnify and hold us harmless to the extent that it would also be directly liable. The principles of Article 254 of the German Civil Code shall apply as and where applicable to compensation between us and the Supplier.

9. The Supplier shall defend, indemnify, and hold us harmless from and against any claims by third parties for legal defects if it is responsible for such defects.

10. The statute of limitations for indemnification claims shall be three years. It shall start at the end of the year in which the claim is lodged and we have become aware of the circumstances on which the claim is based and the identity of the debtor or should have become aware of this information or should have become aware of it if we had not been guilty of gross negligence. Any longer statute of limitations under the law shall take precedence.

11. The Supplier undertakes to reimburse us with any costs and expenditure incurred by a recall or return action completed to prevent death, physical injury and property damage as a result of the goods, the service or the contract service being defective.

#### **Article 11 Insurance cover**

1. The Supplier undertakes to take out and maintain business and product liability insurance cover with an insured sum for bodily injury and for property and product damage of at least EUR 5 million per claim, double annual maximization and, to cover supplies to the automotive industry, recall cost insurance cover for automotive parts, and if not, general recall costs insurance cover, each with an insured sum of at least EUR 1.5 million per claim and insurance year.

2. The scope of the product liability insurance policy must extend to the coverage forms of the so-called Extended Product Liability Insurance, including so-called optional coverage types. The cover must also extend to claims in other countries. Furthermore, the Supplier must ensure that its insurance also covers the removal and installation costs related to its statutory duty of refuelling.

3. The Supplier should submit these general terms of purchasing to its product liability insurer to ensure cover for the complaints procedure described in Article 5 of these general terms of purchasing and the statute of limitations periods specified in Article 10 of these general terms of purchasing and the indemnification duty contained in Article 10, paragraph 8 or should ask its insurer to confirm that these provisions do not affect its coverage under number 7.3 of the General Terms of Liability [AHB] and notify us if the insurer refuses this.

4. To verify the existence of the above insurance policies, the Supplier shall provide us with confirmation from its insurer of the scope of coverage described above (*Certificate of insurance*) at the latest when the contract is concluded.

#### **Article 12 Confidentiality**

1. The parties to the contract undertake to treat all aspects of the business relationship in confidence. In particular, they shall treat all commercial and technical details, which are not part of the public domain and which come to their attention as a result of the business relationship, as confidential. Information or aspects of the business relationship which were already part of the public domain at the time of their disclosure shall not come under the confidentiality obligation nor shall information or aspects of the business relationship for which the Supplier can provide evidence to the effect that it was already aware of the information before the disclosure of it by us.

2. We reserve title and copyright to illustrations, drawings, calculations and other documents. Our documents may only be made available to those persons who complete our order. The Supplier shall ensure that its personnel also take care of our justified confidentiality interests.

3. The Supplier undertakes to maintain this confidentiality even after the end of the business relationship.

All items provided by us shall be returned to us after the rejection or completion of the order.

4. The documents and information provided to the Supplier may only be copied if required for operational reasons and in accordance with copyright regulations.

5. All information relating to the business relationship shall not be disclosed to third parties. The disclosure, even in part, of our order to third parties shall only be possible with our prior written consent; the Supplier shall subject the third parties to a confidentiality agreement of the same type and scope.

6. The Supplier may only advertise this business relationship with our prior written consent.

7. Items which we provide to the Supplier shall remain our property. Items manufactured on our behalf shall become our property. Such items may only be supplied to third parties with our express prior written consent.

8. The order may not be subcontracted to a third party without our consent. This shall entitle us to cancel the order and to claim compensation.

9. The Supplier undertakes not to conduct business similar to the subject of our order with our customers either directly or indirectly.

10. Products which comply with our purchase order and are not manufactured to a general specification but for a specific application must not be supplied to third parties.

#### **Article 13 Production equipment**

1. Production equipment provided, planned or paid for by us such as models, dies, templates, samples and tools shall remain or become our property. It may not be used for goods supplied to third parties, copied, sold, title to it transferred by way of security, pledged or disposed of by other means. The same shall apply to goods manufactured using this production equipment. The Supplier undertakes to use this production equipment only for the production of contract goods ordered by us.

2. If items owned by us are seized by third parties, the Supplier undertakes to notify us in writing without delay. During the actual seizure process the Supplier must notify the enforcement body of the ownership situation relating to the items.

3. The Supplier undertakes to insure items owned by us at new value at its (the Supplier's) expense with property insurance with as wide-ranging cover as possible (*all-risk coverage, extended coverage*). The Supplier hereby assigns its compensation claims from this insurance policy to us.

4. The Supplier shall be obliged to conduct any servicing and inspection work required on the goods provided by us and all maintenance and repair work on them promptly and at its own expense.

5. If we provide items ourselves, we reserve title to them. Contractually agreed processing or modification work by the Supplier shall be carried out on our behalf. If the reserved title goods are processed, connected or mixed with other items which do not belong to us, we shall acquire co-title to the new item proportionate to the value of our reserved title items to the other items at the time of the processing, connection or mixing procedure. If the processing, connection or mixing procedure takes place in such a way that the Supplier's item must be regarded as the main item, it is hereby agreed that the Supplier shall transfer proportionate co-title to us. This provision shall apply even if we refuse to accept goods because they are late or defective or if we do not place any further orders.

In these cases, the items provided by us must be made available to us free of charge. Setting off shall not be possible.

6. Additional costs due to material defects and dimension inaccuracies on the customer-supplied raw materials may only be charged to us with our prior written consent for these costs.

7. The Supplier undertakes to inspect the items provided by us for obvious defects, such as identity, quantity and transport damage when they are received and to notify us without delay of any defects. We must be notified of any defects discovered when working on the provided items without delay after their discovery.

8. If the secured rights exceed the purchase price of all unpaid reserved title goods by more than 15%, we shall release an appropriate part of the security rights at the request of the Supplier.

#### **Article 14 Reservation of title**

We shall not recognise any extension of a reservation of title which goes beyond the simple reservation of title of the Supplier to an unprocessed Supplier's product stored at our premises, in particular after its processing, connection or mixing with other goods, and after the sale of the Supplier's product unless any such extension has been agreed with us in a separate contract.

#### **Article 15 Compliance**

1. The Supplier shall ensure that its products, goods and services comply with current laws, EU directives, regulations, standards and other conditions that apply to the Supplier. This shall particularly but not exclusively apply to EU REACH and RoHS Directives, or, for example, the Minimum Wage Act (MiLoG) and the Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany (AEntG). At our request, the Supplier shall provide suitable evidence that this duty has been satisfied.

2. With reference to the MiLoG and AEntG, the Supplier undertakes to ensure that the personnel used by it or its subcontractors to fulfil contracts receive the statutory minimum wage or, if the services are provided are carried out in the territory covered by a European Posting Directive and/or the AEntG, particularly for postings from other countries or to other countries, the specified working conditions are satisfied, depending on the duration of the work. It must also satisfy the other collective wage-bargaining agreement and statutory duties to pay contributions to social security organisations, professional associations and other organisations and, if subcontractors are used, to ensure by means of documentary evidence that the current requirements are satisfied by these subcontractors.

3. If justified claims are made against us due to a failure to comply with the Supplier's obligations listed in paragraph 1 and/or paragraph 2, it must indemnify us from said claims at our request and reimburse us for any damages we incur.

#### **Article 16 Social, ecological and other responsibility**

1. Social and ecological responsibility and sustainability play a major role in our corporate activities.

2. Our suppliers therefore undertake to comply with the statutory regulations for dealing with personnel, environmental protection and industrial safety and to make every effort to reduce negative effects on people and the environment of their activities. In particular, our suppliers must adopt and comply with the principles for the protection of international human rights, the right to collective wage-bargaining negotiations, the abolition of slave and child

labour, the elimination of discrimination in recruitment and employment, responsibility for the environment and the prevention of corruption on the basis of the UN's Global Compact Initiative, the Supply Chain Due Diligence Act (LkSG) and the binding ESG reporting duties under the Environmental, Social and Governance criteria and to impose these obligations on its own supply chain.

3. In the event of breaches and if there is a likely threat of such breaches, the Supplier undertakes to notify us of this without delay.

4. In the event that the Supplier repeatedly breaches these above principles and duties, we shall be entitled to cancel any existing contracts or to terminate them without notice for a material reason.

#### **Article 17 Export and customs regulations**

1. The Supplier undertakes to notify us of any licensing obligations for (re)exports of its goods pursuant to German, European and US export and customs regulations as well as the customs and export regulations of the country of origin of its products in its business documents.

The Supplier shall at least provide the following information for the relevant goods in its quotations, order confirmations and invoices: Export list numbers pursuant to Annex AL to the German Foreign Trade Regulation or equivalent list items on relevant export lists; the ECCN (Export Control Classification Number) for US goods pursuant to the US Export Administration Regulations (EAR); the trading policy origin of its goods and the components of its goods, including technology and software; whether the goods have been transported through the USA, manufactured or stored in the USA or manufactured with the help of US technology; the statistical goods number (HS code) of its goods and a contact in its company for clarifying any questions we may have.

2. At our request, the Supplier undertakes to notify us in writing of all other foreign trade data relating to its goods and their components and to notify us without delay of all modifications to the existing data before the delivery of any products affected by this.

3. The Supplier shall also confirm in compliance with the Anti-Terrorism Regulations of the EC and EU No. 2580/2001 and No. 881/2002 as well as No. 753/2011 that it has no business contacts with companies, firms, financial institutions, organisations or persons who are on the EU and/or US sanctions lists. This shall also apply to the Supplier's subsidiaries and branch offices as well as to holdings in third party companies in Germany and elsewhere. The Supplier also undertakes to provide us without delay with written notification of any positive results found during a review of these sanctions lists.

In the event that the Supplier has any such contacts after an appropriate review, we shall be entitled to terminate this contract and all other contracts with the Supplier and to terminate any existing business relationships without the Supplier being able to claim compensation as a result.

4. The Supplier shall notify us without delay if a consignment is subject in full or in part to export restrictions under German or any other law.

#### **Article 18 Proof of origin**

1. The Supplier shall provide us with any proofs of origin we request with all the required details and signed correctly without delay.

2. The Supplier shall notify us in writing without delay and without this having to be requested if the details in the proofs of origin no longer apply to the supplied goods.

3. The same shall apply for value-added tax documents for overseas consignments and those within the Single Market.

#### **Article 19 Place of jurisdiction, place of fulfilment, applicable law**

1. The place of jurisdiction shall be the court with jurisdiction for our registered office or the place of jurisdiction of the Supplier at our discretion.

2. The place of fulfilment shall be the place to which the goods must be supplied as set out in the order. The place of fulfilment for payments shall be our registered office in Kassel.

3. The laws of the Federal Republic of Germany shall be exclusively applicable to business relationships between us and our suppliers. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (UN CISG) shall apply to cross-border deliveries.

4. If individual parts of these GTCP are invalid, this shall not affect the validity of the other provisions.

#### **Article 20 Data protection**

We shall process all the Supplier's data exclusively for the purposes of conducting business and on the basis of the specifications of the relevant data protection regulations.

If it submits a written request, the Supplier shall also be entitled to receive information about its personal data collected, processed and used by us.

#### **Article 21 Precedence**

These GTCP are a translation of the original German version der General Terms and Conditions of Purchase (AEB). In the event of different interpretations or contradictions between these GTCP and the original German AEB, the German version takes precedence.