

General Terms and Conditions of Purchase
Pockauer Werkzeugbau Oertel GmbH
Gewerbering 14
09514 Pockau-Lengefeld

1. Scope

- 1.1 These general conditions of purchase apply to all of our purchasing transactions and the orders placed by us (contracts in which we are the customer). These conditions are not applicable for contracts with consumers. The conditions of the supplier, which we have not acknowledged in writing, shall not be binding for us, even if we do not expressly object to them.
- 1.2 These conditions are the basis of all our future purchasing transactions and the orders placed by us according to paragraph 1.1 in their corresponding current version even if their inclusion is not expressly agreed upon once again.

2. Conclusion of contract

- 2.1 Our order shall only be deemed binding with the submission or confirmation in writing. The written form shall also be deemed to have been complied with if it is sent by electronic data transfer (fax, e-mail). Oral side agreements shall only be effective if they have been confirmed by us in writing. This also applies for contract amendments after conclusion of contract.
- 2.2 If the supplier does not accept the purchase order within two weeks, we will be entitled to withdraw from the order before receipt of the notice of acceptance of the supplier.
- 2.3 The supplier expressly has to point out any variations from our request in his quotation.
- 2.4 The supplier has to draw our attention to obvious errors and incompleteness of the purchase order including the order documents for the purpose of correcting or completion before acceptance.
- 2.5 The complete transfer or subcontracting of the ordered deliveries and services to third parties requires our prior written consent.

3. Delivery date and place of fulfilment

- 3.1 The agreed delivery time is binding. If the supplier cannot comply with the agreed delivery time, he will be obliged to immediately inform us about the delay. The timeliness of deliveries shall be determined by receipt at the address of shipment indicated by us.
- 3.2 If the supplier does not render his service or does not render his service within the agreed delivery time or if he is in delay, then our rights shall be determined according to the legal requirements.
- 3.3 Place of fulfilment for deliveries and services is the

address of shipment indicated in the purchase order. If no address of shipment has been indicated and if the place of fulfilment does not result from the nature of the contractual obligation our registered office is considered as place of fulfilment.

- 3.4 Until the take over and delivery at our headquarters or at the shipping address indicated by us, the supplier bears the risk and all cost in particular the transportation cost and the cost for the transportation insurance. If as an exception the delivery has not been agreed "free domicile", the supplier would have to make the goods available for loading and dispatch taking into consideration the usual times and has to inform us about the availability at an early point in time.

4. Terms of payment

Invoices will be paid by us within 30 days.

5. Right of set-off and retention

- 5.1 We are entitled to the rights of set-off and detention as well as to the plea of non-fulfilment of contract.
- 5.2 We are in particular entitled to retain due payments as long as we are entitled to claims against the supplier resulting of incomplete or inadequate services.

6. Duty of notification and of diligence

- 6.1 If the supplier was informed about the intended use of the delivery or service or if this intended use is recognizable for the supplier even without expressive notice, the supplier is obliged to immediately inform us if the delivery or service of the supplier is not suitable to fulfil this intended purpose.
- 6.2 The supplier has to immediately inform us in writing about any changes in the type of composition of the processed material or the constructive type towards the similar or comparable supplies or services previously provided by the supplier.

7. Non-disclosure and retention of title

- 7.1 We reserve the right of retention and the copyright in illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents must only be used for the contractual service and need to be returned to us after the completion of the contract. The documents must neither be used, nor copied or made available to third parties for any other purposes than the contractual purposes.
- 7.2 The supplier has to treat all details related to the contract regarding any technique and commerciality as business secrets, i.e., keep it as confidential.
- 7.3 All objects provided to the supplier remain our property. They must only be used to render the ordered deliveries and services.

7.4 As far as the objects provided to us by the supplier are processed or converted to a new mobile product, we are deemed to be the manufacturer. In case of a composition or inseparable mixture with other objects, we would acquire a co-ownership in the new product; thereby arising in the ratio of the value which the objects had at the moment of the composition or mixture. If the composition or mixture has been performed in a way that the products of the supplier are regarded the principal thing, it shall be understood that it has been agreed that the supplier assigns co-ownership to us on a pro rata basis.

8. Defective delivery

8.1 In case of defects as to quality and defects of the title of the goods and other breaches of duty by the supplier the statutory provisions are applicable unless otherwise agreed below.

8.2 The supplier shall be liable according to the statutory provisions, in particular for the fact that the goods show the agreed quality when the risk is being transferred. If product descriptions, drawings, standard operating procedures or other documents are included in our purchase order or if we refer to them in our purchase order, they are deemed to be included in the contract and are regarded as agreement on legal and factual nature.

8.3 In respect of the commercial duty to examine and requirement to give notice of defects, the statutory provisions apply providing that our inspection obligation is limited to obvious defects. We are entitled to proceed with our goods incoming control with external examination, including the examination of the delivery documents and methods of sampling in our quality control. In case of hidden defects, the legal obligations of notification are applicable.

8.4 If the supplier does not fulfil his obligation of supplementary performance within a suitable term determined by us, we may remedy the deficiency ourselves and request compensation for the expenses necessary for this or an appropriate advance payment. If the supplementary performance by the supplier has failed or is unacceptable for us, it is not necessary to set any further deadline. Unreasonableness is given in particular in case of particular urgency, endangerment of the operating safety or imminent occurrence of disproportionate damages.

8.5 Apart from that, we are entitled to reduce the purchase price or to withdraw from the contract according to the legal requirements in case of a defect as to quality or title. According to the legal requirements, we are entitled to claim for damages and reimbursement of expenditure. § 280 para. 1 S. 2 of the German Civil Code is expressively pointed out.

9. Product and manufacturer's liability, holding harmless and liability insurance coverage

9.1 The supplier is obliged to defects, keep us protected from damaging claims in the frame of the manufacturer's and product liability, insofar as the error which provokes the liability can be traced back to a product delivered by the supplier and the supplier is not able to prove that the error does not result from the manufacturing or organisational area of the supplier. The claim also includes the cost of a possible recall action.

9.2 The supplier also has to point out the risks, which could be caused by the product of the supplier if it is not being used as intended.

9.3 The supplier shall be obligated to affect a liability insurance at an adequate amount as provision against the afore mentioned risks and, at our request, to provide evidence of this insurance. Any possible additional claims owed to us remain unaffected.

10. Occupational safety and environmental protection

10.1 The packaging as well as any other waste (consumables and auxiliary materials) need to be reusable or recyclable free of charge for us according to the applicable provisions of the German Packaging Ordinance.

10.2 All deliveries have to comply with the laws, regulations and other terms which are applicable for us. The supplier is obliged, to perform the order in a way, that the regulations for environmental protection, accident prevention and occupational safety (also rules and regulations of the trade union) as well as the generally accepted safety-related and occupational health rules are being observed. At our request, the supplier has to submit proofs about the compliance with the regulations at his own expenses.

10.3 The supplier is obliged to make available free of charge samples of the used materials/substances for inspection upon our request or upon the request of a third party which has been commissioned by us. The costs for this inspection will be borne by the supplier, if it reveals that the materials /substances which he used do not comply with the contract conditions. We reserve the right to make any further claims for compensation.

11. Regulatory compliance

11.1 The supplier obliges himself to make sure and to document that all processes, products, goods and services which have been made available / delivered comply with the respectively applicable regulatory and statutory requirements of the export country, of the import country and of the country of destination. Also, possibly existing requirements concerning the product safety need to be complied with.

11.2 The supplier obliges himself to comply with the statutory data protection provisions according to the

data protection regulation and the German Federal Data Protection Act (BDSG).

12. Limitations of liability

- 12.1 The supplier shall be liable - irrespective of their legal grounds - without limitation according to the statutory provisions and according to these conditions of purchase.
- 12.2 Any limitation of the statutory and contractual claims for damages (in particular resulting of the liability of default, defect liability and product liability) of the customer is hereby expressly contradicted regarding the scale of fault as well as regarding the extent of liability and the guarantee value.

13. Compliance with the minimum wage legislation

- 13.1 The supplier shall comply with and ensure that he will perform the duties for which he is responsible in the execution of his orders according to the minimum wage legislation, and to pay the minimum wage in the respective legally applicable amount. Moreover, the supplier will make sure that also the subcontractors and recruitment services commissioned by him will comply with the statutory provisions regarding the minimum wage.
- 13.2 The supplier shall provide evidence to us of the compliance with the provisions which concern him on our written request - taking the confidentiality obligations and trade secrets into consideration.
- 13.3 The supplier will keep us protected from damaging claims, which third parties will assert against us in connection with infringements of the supplier against the minimum wage legislation upon first request.
- 13.4 In the case of a grossly negligent or intentional infringement of the supplier against the a.m. obligation, we are entitled to terminate the concerning contract with immediate effect without giving notice.

14. Severability Clause

If one or several of the provisions of this contract be or become ineffective beyond the main obligations, the effectiveness of the remaining provisions of this contract shall be unaffected thereby. In such a case, the parties undertake to enter into negotiations on a new provision, that comes closest to the economic purpose with the invalid provision and which they would have agreed if they had recognized the invalidity of such a provision.

15. Place of jurisdiction, choice of law

- 15.1 Place of fulfilment for deliveries and services is the place of delivery as provided in the contract. Place of fulfilment for the payments are our headquarters.

- 15.2 Place of jurisdiction for all disputes arising from the contractual relationship are our headquarters.
- 15.3 Exclusively the law of the Federal Republic of Germany is applicable to the contractual relationship; the UN Convention on the International Sale of Goods shall be excluded.

Pockauer Werkzeugbau Oertel GmbH

in July 2021.