

General Terms and Conditions of Purchase of WIPOTEC GmbH and WIPOTEC-OCS GmbH

I. General

1. The following General Terms and Conditions of Purchase (GTCP) shall apply to all contractual relationships between the customer WIPOTEC GmbH and WIPOTEC-OCS GmbH (**Wipotec**) and the contractor (partner). Diverging individual provisions, for example in order letters, framework or individual agreements, shall take precedence over these GTCP.

2. Our GTCP shall apply exclusively. Except as expressly agreed to in text form, we do not recognize any conflicting or diverging terms and conditions of the partner. Our Terms and Conditions of Purchase and Order shall likewise apply if we accept goods or services without reservation in the knowledge of conflicting or diverging terms and conditions. If we have communicated the Terms and Conditions of Purchase to a contractor in an ongoing business relationship, they shall also apply if we place an order without the express inclusion of the Terms and Conditions of Purchase.

II. Formal requirements

1. All types of declarations relating to the conclusion, amendment, performance, and termination of the contract are only valid if they are agreed in writing or in text form. Verbal agreements shall become effective if they are confirmed in writing or in text form by one of the contracting parties within one week and remain uncontradicted for at least 10 working days (Monday - Friday). Cancellation of all formal requirements must be done in writing.

2. Each order must be confirmed in writing and must contain our complete order data. If we do not receive confirmation within 3 work days (Monday - Saturday) from the date of the order, we shall be entitled to cancel the order.

III. Prices and terms of payment

1. All prices agreed with **Wipotec** are binding. Deliveries are made in accordance with INCOTERMS 2020, DDP to the delivery address specified in the order. Prices include all necessary packaging, freight, transport, and insurance charges, as well as any applicable customs duties, taxes, and other charges.

2. If prices are not specified in the order, the prices that were agreed upon when these goods or services were last ordered shall apply.

3. Price adjustments during the term of the contract must be agreed upon by both parties and must be confirmed in writing or in text form. In case of doubt, prices quoted are net prices.

4. Remuneration claims of the partner shall be paid within 45 days from the due date and receipt of an invoice in due form. The due date shall apply at the earliest upon delivery without any defects. Invoicing in due form means that invoices are sent, preferably electronically, to: Rechnung@Wipotec.com, the invoice is not included with the goods and that it contains all data required by **Wipotec** in accordance with the order. Reminder fees do not apply. Interest on arrears shall not exceed 5 % p.a.

5. **Wipotec** shall be entitled to a 3 % discount for payments made within 14 days of the due date and receipt of the invoice.

6. To the extent permitted by law, **Wipotec** is entitled to set-off and retention claims arising from all joint purchasing and supplier relations. In the case of defective deliveries, the right of retention shall amount to at least three times the amount of the costs of remedying the defect.

IV. Deliveries

1. The agreed delivery or performance period shall commence on the date of our order. The periods are legally binding and must be adhered to.

Acceptance of the goods at **Wipotec** or the receiving location designated by us will determine if the periods were met. The delivery date specified in the

order is binding. If the partner becomes aware of any circumstances causing them not to comply with the delivery date, the partner must inform **Wipotec** without delay. The notification has no impact on the delivery date.

2. Delivery dates that are agreed using the terms "fixed", "exact" or with a specific date are fixed dates. The partner shall be in delay if these dates are exceeded without separate notice.

3. In all cases of delay in delivery, **Wipotec** shall be entitled to statutory claims. In particular, **Wipotec** shall be entitled to withdraw from the contract after fruitless expiry of a reasonable grace period and to claim damages instead of performance. If the partner fails to meet their delivery or performance obligations within the agreed period, the partner shall be liable to the extent permitted by law. In the event of culpable delay in delivery, the contractor shall owe **Wipotec** a contractual penalty amounting to 0.2 % of the order value per work day (Monday - Saturday) of delay – however, no more than 5 % of the order value. **Wipotec** shall be entitled to claim the contractual penalty in addition to performance. Reservation of the contractual penalty is timely, provided that it is declared to the partner by **Wipotec** within 10 work days (Monday - Saturday) at the latest, calculated from the date of receipt of the delayed delivery. The contractual penalty shall be offset against any claims for damages.

4. Unless agreed otherwise, all deliveries must be made in accordance with INCOTERMS 2020, DDP to the delivery address specified in the order. If no delivery address is specified, delivery shall be made to the registered office of **Wipotec** in Kaiserslautern.

V. Transfer of risk, documents and packaging

1. Unless agreed otherwise, the transfer of risk and burden shall always take place only upon delivery to **Wipotec** or to the third party designated by **Wipotec**. This also applies to shipments of the purchased goods to a place other than the place of performance at the request of the purchaser (*Versendungskauf*).

2. The partner undertakes to procure all necessary shipping and routing documents at their own expense and to present them to **Wipotec** in good time, at the latest upon arrival of the goods.

3. The goods must be accompanied by a bill of lading in duplicate which includes the exact **Wipotec** order data as well as the exact designation of the supplied goods according to item (**Wipotec** item no.), type, quantity, packing units (for example, pallet, shipping box, etc.). If the partner fails to comply with this obligation, **Wipotec** shall not be responsible for any delays in processing. In particular, the payment and complaint periods shall be suspended and statutory claims for damages shall remain in force.

4. When loading on pallets or in other packing units, only one item (**Wipotec** item no.) per packing unit is permitted.

5. **Wipotec** is neither obliged to keep nor to return packaging material. If the partner declares that they will bear the costs, **Wipotec** agrees to store or return any specifically designated packaging materials. The partner is obliged to take back and dispose of packaging material within the scope of the German Packaging Act (VerpackG). Packaging material lent to **Wipotec** may not be charged.

6. Packaging must be properly marked for identification and to guard against damage in transit and during storage.

VI. Quality inspection, warranty and limitation period

1. In the absence of a quality assurance agreement, **Wipotec** shall inspect the goods for any quality and quantity irregularities within a reasonable period of time. In the case of obvious defects, which can already be identified by a simple visual inspection, the complaint shall be deemed to have been submitted in good time if it is sent within five working days (Monday - Friday) of receipt of the goods. In the case of defects, which can only be identified after functional testing or for which an expert's opinion

has been requested, the period for filing a complaint shall end 14 calendar days following receipt of the goods. The time limit shall be extended by a reasonable period of time if experts or third parties involved require more time. **Wipotec** will inform the partner of this within the fourteen-day notification period.

2. Verification can be done by random sampling. If the inspection depends on documents or on a complete delivery, the period for filing a complaint shall not commence before all required documents are available or delivery has been made in full.

3. Irrespective of the goods receipt check by Wipotec, the partner is obliged to carry out an outgoing quality check. If the partner fails to do so, they cannot invoke a late notice of defect.

4. The technical specifications, characteristics, quantities and qualities stipulated in **Wipotec's** order shall be deemed to be the contractually agreed quality.

5. If the partner fails to comply with their obligation to remedy the defect or to make a replacement delivery or new production within 14 days of receipt of our notice of defect, Wipotec shall be entitled to reduce the purchase price or the remuneration, or to declare their withdrawal from the contract and to claim damages or reimbursement for wasted expenditures. If the partner must produce a work due to a contract for work (*Werksleistung*), **Wipotec** shall be entitled to remedy the defect themselves or have it remedied by a third party after expiry of the period specified in clause 1. In this case, the partner shall compensate Wipotec for the costs incurred and the damage caused by the delay.

6. The claims for defects to which **Wipotec** is entitled shall expire as follows:

- a) After 6 years from acceptance of the work in case of a building or work, the result of which consists in provision of planning or monitoring services for this purpose.
- b) In the case of an item that has been used for a building in accordance with its intended purpose and has caused the building's defect, 6 years from delivery apply.
- c) Otherwise, 3 years after delivery of the goods or acceptance of the service.

VII. Product liability, product assurance, indemnification and insurance coverage

1. The partner is obliged to independently ensure the safety of the product manufactured by them according to the German Product Safety Act (ProdSG). If they determine that the safety of the product is not guaranteed as per **Wipotec's** specifications, they must inform **Wipotec** of this immediately and in due form.

2. If the partner is responsible for product damage or for a product defect in such a way that the cause lies within their domain of control and organization, the partner undertakes to indemnify **Wipotec** against third-party claims for damages upon first request. The partner undertakes to take out appropriate product liability insurance for personal injury, property damage and financial loss for the duration of the mutual supply relationship. This insurance shall in each case cover the statutory maximum limits under the German Product Liability Act (ProdHaftG) and proof of which shall be provided on request.

VIII. Property rights

1. The partner shall assume liability, based on fault, for ensuring that the delivery item is free of third-party rights in Germany or, if the partner has been informed of this, in the country of destination. In the event of a culpable infringement of industrial property rights, the partner shall be obliged to compensate for all damages incurred. At **Wipotec's** request, the partner shall demonstrate that they have carried out the necessary patent verifications or verifications in any other suitable form.

2. If a claim is made against **Wipotec** by a third party with regard to an infringement of property rights, the partner undertakes to indemnify **Wipotec** against such claims at the first written request. Furthermore, the partner undertakes to reimburse **Wipotec** for all expenses necessarily

incurred as a result of the claim by a third party, insofar as the partner is liable to **Wipotec** for the claims of the third party due to their own breaches of duty. **Wipotec** undertakes to not enter into legally binding agreements with the third party without the reasonable participation of the partner.

3. The limitation period for these claims is ten years, beginning with the delivery of the item.

IX. Rights of property and copyright

Wipotec expressly reserves their rights of property and copyrights to any documents, drawings, calculations, samples, etc. handed over.

X. Environmental protection and force majeure

1. The contractor is obliged to pack the goods in such a way as to prevent any damage during transportation. Packaging materials shall be used only to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials may be used. Take-back obligations are governed by the German Packaging Act in its currently valid version.

2. In the case of delivery of hazardous substances as defined by the German Hazardous Substances Ordinance (GefStoffV), the partner is obliged to provide us with the safety data sheet without request prior to delivery. The contractor shall indemnify us against all third-party claims arising from the fact that they have not provided us with safety data sheets or have provided them late.

3. Insofar as waste is produced in the course of the contractor's deliveries or services, the partner shall recycle or dispose of the waste at their own expense in accordance with the provisions of waste legislation, unless otherwise agreed in writing or in text form. Ownership and responsibility under waste legislation are transferred to the partner when the waste arises.

4. Events of force majeure and unforeseeable operational disruptions of any kind, including lockouts, strikes, shortages of raw materials and fuel, official measures or other causes for which we are not responsible, or events that cause a restriction or cessation of our operations shall entitle us to postpone the performance of our obligations for a reasonable period of time, to withdraw from the contract in whole or in part depending on the expiry of this period of time, without rendering **Wipotec** liable for damages.

XI. Non-disclosure

The partner is obliged to preserve confidentiality concerning all illustrations, drawings, calculations, documents and other information provided to them, even following execution of the contract, unless these are generally known, publicly accessible or disclosure is necessary for the performance of the contract. For the purpose of fulfilling the contract, the above information may only be disclosed or transmitted to third parties with the express written authorization of **Wipotec**. This information is to be used exclusively for execution of the contract and, as far as possible, returned to **Wipotec** afterwards without request.

XII. Choice of law and place of jurisdiction

1. All contractual relationships between **Wipotec** and their partner shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods. The application of the CISG or laws of any other country is expressly excluded.

2. The place of jurisdiction is deemed to be the registered office of **Wipotec** in Kaiserslautern, Germany.