

1. Scope, form

1.1 These General Terms and Conditions of Purchase (hereinafter: Terms of Purchase) shall apply to all business relations with our business partners and suppliers (hereinafter collectively: Supplier). The Terms of Purchase shall only apply if the Supplier is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

1.2 In particular, the Terms of Purchase shall apply to contracts for the sale and/or delivery of movable items (hereinafter: Goods or Products), regardless of whether the Supplier manufactures the Goods itself or purchases them from suppliers. Unless otherwise agreed, the Terms of Purchase in the version valid at the time of our order or, at any rate, in the version last notified to the Supplier in text form shall also apply as a master agreement for similar future contracts without the need of us referencing them again in each individual case.

1.3 These Terms of Purchase shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Supplier shall become part of the contract only if and to the extent that we have approved their application expressly in writing. This approval requirement shall apply in any case, for example even if we accept the Supplier's deliveries without reservation while being aware of the Supplier's general terms and conditions.

1.4 Individual agreements made with the Supplier in individual cases (including ancillary agreements, supplements and amendments) shall in any case have priority over these Terms of Purchase. Unless proven otherwise, a written contract or our written confirmation shall be authoritative for the content of such agreements.

1.5 Legal declarations and notifications of the Supplier in respect of the contract (e.g. setting deadlines, reminder, withdrawal) shall be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the authority and credentials of the person making the declaration, shall remain unaffected.

2. Contract conclusion

Our order shall be deemed binding upon written submission or confirmation, at the earliest. The Supplier shall be obligated to confirm our order in writing within a period of two weeks or, in particular, to execute it without reservation by dispatching the Goods (acceptance).

3. Delivery time and default in delivery

3.1 The delivery time specified by us in the order shall be binding. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be two weeks from conclusion of the contract. The Supplier shall be obligated to notify us without undue delay in writing if it expects to be unable to meet stipulated delivery times – for any reason whatsoever.

3.2 We do not accept any reservations of self-supply by the Supplier, i.e. reservations by the Supplier that the complete and/or timely delivery by the Supplier is subject to the reservation that the Supplier itself is supplied in full and/or on time by its supplier.

3.3 Without our prior written consent, the Supplier is not entitled to make partial deliveries.

3.4 If the Supplier fails to perform at all or within the stipulated delivery time or if the Supplier is in default, our rights – in particular to withdrawal and damages – shall be based on the statutory provisions. The provisions in clause 3.5 shall not be affected.

3.5 If the Supplier is in default, we may demand a contractual penalty in the amount of 0.2% of the net price per calendar day, but not exceeding a total of 5% of the net price of the Goods delivered late. We are entitled to demand the contractual penalty in addition to performance and as a minimum amount of damages owed by the Supplier in accordance with the statutory provisions; the assertion of further damages remains unaffected. If we accept the delayed performance, we will assert the contractual penalty at the latest with the final payment.

4. Performance, delivery, passage of risks, default in acceptance

4.1 The Supplier shall require our prior written approval to have the performance owed by it rendered by third parties (e.g. subcontractors). The Supplier shall bear the risk of procurement of its services unless stipulated otherwise in individual cases (e.g. limitation to stock).

4.2 Delivery shall be made DAP (INCOTERMS 2020) to the place specified in the order. If the place of destination is not specified and unless otherwise agreed, the delivery shall be made to our registered office Am Meilenstein 8-19, 34431 Marsberg. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).

4.3 The delivery must be accompanied by a delivery bill, indicating date (issue and dispatch), content of the delivery (item number and quantity) as well as our order ID (date and number). If the delivery bill is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same content must be sent to us separately from the delivery bill.

4.4 The risk of accidental loss and accidental deterioration of the Goods shall pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the passage of risks. In all other respects as well, the statutory provisions of the law on contracts for work shall apply accordingly in the event of acceptance. Any default of acceptance on our part shall be deemed equivalent to handover or acceptance.

5. Prices and payment terms

5.1 The price specified in the order shall be binding. All prices are inclusive of statutory value added tax, unless VAT is indicated separately.

5.2 Unless stipulated otherwise in the individual case, the price shall include all of the Supplier's performances and ancillary services (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs, including any transport and liability insurance).

5.3 The stipulated price shall be due and payable within 30 calendar days of complete delivery and performance (including any agreed acceptance) as well as receipt of a proper invoice. If we make payment within 14 calendar days, the Supplier shall grant us a 3% discount on the net amount of the invoice. In case of bank transfer, payment shall be deemed made in good time if our order for remittance is received by our bank prior to the

expiry of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process. Invoices are to be submitted in euros.

5.4 We shall not owe any default interest. The statutory provisions shall apply to default in payment. In other respects, the occurrence of our defaults shall be subject to the statutory provisions, with a written warning by the Supplier being required in all cases.

5.5 To the extent provided by law, we shall be entitled to rights of set-off and retention as well as to the plea of non-performance of the contract. In particular, we shall be entitled to withhold due payments while we still have claims against the Supplier arising due to incomplete or defective performance.

5.6 The Supplier shall have a right of set-off or retention only in respect of finalized or undisputed counterclaims.

6. Confidentiality and retention of title

6.1 We shall retain the property 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 once the contract has been completed. The documents must not be disclosed to third parties, including after termination of the contract. The non-disclosure obligation shall expire only if and to the extent that the knowledge contained in the provided documents has entered the public domain.

6.2 The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the Supplier for production. Unless they have been processed, such items shall be stored separately at the Supplier's expense and insured to a reasonable extent against destruction and loss.

6.3 Any processing, mixing or combining (further processing) of items provided by the Supplier shall be carried out on our behalf. The same shall apply if we further process the delivered Goods, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

6.4 The transfer of title to the Goods to us must be made unconditionally and regardless of the payment of the price. However, if we accept an offer of transfer of title from the Supplier conditional on payment of the purchase price in individual cases, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered Goods. We shall remain entitled to resell the Goods in the ordinary course of business, even before payment of the purchase price, subject to advance assignment of the resulting claim (alternatively, the simple retention of title extended to the resale shall apply). This means that in any case all other forms of retention of title are excluded, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

7. Defective delivery

7.1 In the event of the Goods being defective in quality and/or title and in the event of other breaches of contract, the Supplier shall be liable to us on the merits and in the amounts pursuant

to the statutory provisions, subject to the following provisions of this clause 7:

7.2 The statutory provisions (Sections 377, 381 of the German Commercial Code (HGB)) shall apply to the commercial inspection and notification obligation with the proviso that our inspection obligation shall be limited to visible defects detected upon external appraisal during our incoming goods inspection, including of the delivery documents (e.g. transport damage, wrong and short delivery) or are recognizable during our quality control in the random sampling procedure. No inspection obligation shall apply if an acceptance has been agreed. In addition, the extent to which an investigation is possible in the ordinary course of business, taking into account the circumstances of the individual case, shall be relevant. Our obligation to give notification of subsequently detected defects shall not be affected. Notwithstanding our inspection obligation, any notification made by us (notice of defect) shall at any rate be deemed made without undue delay and in good time if it is sent within 7 working days of detection or, in the case of obvious defects, of delivery.

7.3 Subsequent performance shall also include the removal of the defective Goods and their re-installation, provided that the Goods have been installed in or attached to another item in line with their nature and purpose of use; our statutory claim to reimbursement of corresponding expenses shall not be affected. The expenses required for the purpose of inspection and subsequent performance 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 an unjustified requests to take corrective measures shall not be affected; however, we shall insofar only be liable if we recognized or due to gross negligence failed to recognize that there was no defect.

7.4 Notwithstanding our statutory rights and the provisions in clause 7.2, the following shall apply: if the Supplier fails to meet its subsequent performance obligation – at our option, by taking corrective measures (rectification) or by delivering a defect-free item (replacement delivery) – within a reasonable deadline set by us, we may correct the defect ourselves and demand reimbursement by the Supplier of the expenses required for this purpose or a corresponding advance payment. There shall be no need to set a deadline if subsequent performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage); we shall notify the Supplier of such circumstances without undue delay, if possible in advance.

7.5 Moreover, in the event of a defect in quality or title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

8. Producer's liability

8.1 If the Supplier is responsible for damage due to a defective Product supplied by it or if such damage is imminent, it shall indemnify us against claims by third parties in this respect.

8.2 Within the scope of its indemnification obligation, the Supplier shall reimburse all expenses arising from or in connection with a third-party claim, including product recalls conducted by us. Expenses in this sense also include the cost for the replacement of a defective Product for an defect-free Product. Further statutory claims shall not be affected.

8.3 The Supplier shall take out and maintain product liability insurance for personal injury/property damage with a combined limit as is customary in the industry. Upon request, the Supplier will send us a copy of the liability policy.

9. Industrial property rights

9.1 In accordance with clause 9.2, the Supplier warrants that the Products supplied by it do not infringe any third-party property rights in countries in which it manufactures the Products or has them manufactured or to which it distributes the Products.

9.2 The Supplier shall be obliged to indemnify us against all claims asserted against us by third parties due to the infringement of industrial property rights referred to in clause 9.1 and to reimburse us for all necessary expenses in connection with such claims, unless the Supplier is not responsible for the infringement of property rights.

9.3 Our further statutory claims due to defects in title of the Products delivered to us shall remain unaffected.

10. Spare parts

10.1 The Supplier is obligated to provide spare parts for the Goods delivered to us for a period of at least 10 years after delivery (or acceptance if agreed).

10.2 If the Supplier intends to discontinue production of spare parts for the Goods delivered to us, it shall notify us of this without undue delay. This decision must be made – subject to clause 10.1 – at least six months prior to the discontinuation of production.

11. Compliance; antitrust violations

11.1 The Supplier will comply with the requirements of the Code of Conduct and the Supplier Code of Conduct of the Heitkamp & Thumann Group, available at www.ht-group.com. Material violations of the Code of Conduct shall entitle us to terminate the contract and every order without notice or to withdraw from the contract.

11.2 If, with regard to the Goods delivered directly to us by the Supplier, a court or a competition authority has legally established that the supplier has violated the German Act against Restraints of Competition (GWB), the Treaty on the Functioning of the European Union (TFEU) or other antitrust provisions, the Supplier shall be obliged, if such a violation consists of agreements regarding prices, quotas, quantities, markets and/or customers, to pay us liquidated damages in the amount of 10%, for all other antitrust violations in the amount of 3% of the net remuneration that we have paid to the Supplier for the Goods affected by the antitrust violation. The Supplier reserves the right to prove that no damage has occurred or that the damage is lower. Our assertion of statutory or contractual claims beyond the liquidated damages shall remain unaffected.

12. Limitation

12.1 Unless stipulated otherwise below, the contracting parties' mutual claims shall lapse in accordance with the statutory provisions.

12.2 Deviating from Section 438 para. 1 no. 3 BGB, the general limitation period for warranty claims shall be 3 years from the passing of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation

period shall also apply accordingly to claims arising from defects in title, whereby the statutory limitation period for third-party real rights to return an item (Section 438 para. 1 no. 1 BGB) shall not be affected; furthermore, claims arising from defects in title shall in no case lapse while the third party can still assert the right against us – in particular if it has not lapsed.

12.3 The limitation periods under sales law, including the above extension shall apply – to the extent provided by law – to all contractual warranty claims. If we are also entitled to non-contractual claims for damages due to a defect, such claims shall be subject to the regular statutory limitation period (Sections 195, 199 BGB), unless the application of the limitation periods under sales law in individual cases results in a longer limitation period.

13. Choice of law and place of jurisdiction

13.1 The contractual relations shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

13.2 If the Supplier is an entrepreneur within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction shall be Düsseldorf.