

## General Terms and Conditions of Purchase of KettenWulf Betriebs GmbH (as of January 2023)

### I General; scope of application

1. These General Terms and Conditions of Purchase („GTCP“) shall apply to all business relationships with our business partners and suppliers (together „Seller“). They shall only apply towards entrepreneurs (Section 14 BGB (German Civil Code)), legal persons under public law or special funds under public law.
2. The GTCP apply in particular to contracts for the sale and/or delivery of movable goods („Goods“), irrespective of whether the Seller manufactures the Goods itself or purchases them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GTCP in the version valid at the time of our order or in the version last communicated to the Seller in text form shall also apply as a framework agreement for future contracts without us having to refer to them again in each individual case.
3. Any deviating, conflicting and/or supplementary general terms and conditions of the Seller are hereby rejected and shall be deemed to have been waived, even if they are not expressly rejected upon conclusion of the contract or at a later date or if they supplement these GTCP. Only in exceptional cases, they shall become part of the contract if and to the extent as we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if we accept the Seller's delivery without objection whilst being aware of the Seller's General Terms and Conditions.
4. Our employees are not authorised to accept delivery notes, receipts of delivery or similar documents that suggest that any terms other than these GTCP shall apply. At the latest with the first partial delivery of the goods (items, rights, etc. in the broad sense) carried out by the Seller, also for subsequent orders, these GTCP are accepted by the Seller, even if no specific reference is made to them.
5. In any case, individual agreements made with the Seller in individual cases (e.g. framework supply agreements) and details in our order shall take precedence over these GTCP. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.
6. Legally relevant declarations and notifications to be made to us by the Seller after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of cancellation) must be made in writing to be effective. Written form within the meaning of these GTCP includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, shall remain unaffected.
7. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

### II Offer; offer documents

1. Offers made by the Seller are non-binding and free of charge for us.
2. Only orders placed by us in writing shall be legally binding. Verbal agreements shall be valid if they are confirmed by us in writing. The Seller must notify us of obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents; otherwise the contract shall be deemed not to have been concluded, Section 154 BGB (German Civil Code).
3. Orders must be confirmed in writing by the Seller by signing them without delay. We reserve the right to withdraw the order if we do not receive the

confirmation within 14 days. Delayed acceptance shall be deemed a new offer and requires our acceptance.

4. Regarding quantity, quality and design the Seller must adhere in his offer to the enquiry or the invitation to tender and, in the event of a deviation, the Seller must expressly point this out in writing. Otherwise, the Seller shall forfeit his right to additional remuneration. He shall be bound by the offer for four weeks. If there are differences in the number, dimensions or weight of the delivered Goods, the values determined by our incoming goods inspection shall be decisive. We reserve the right to accept excess or short deliveries.

### III. Prices; terms of payment; invoicing

1. The price stated in the order is binding and includes all ancillary costs.
2. In the absence of any written agreement to the contrary, the price shall include delivery „free domicile“, i.e. free to our goods receiving department or any other expressly agreed place of use, including packaging, insurance, etc. If otherwise agreed, the freight and packaging costs shall be disbursed by the Seller and itemized separately in the invoices. Changes due to subsequent increases in any costs, taxes, etc. are excluded. If the price is not fixed when the order is placed, it must be given to us at the latest with the order confirmation. If we do not object within 10 working days, this price shall be deemed to have been approved by us. The type of pricing shall not affect the agreement on the place of fulfilment.
3. The statutory value added tax is included in the price. Value added tax shall be shown separately in the Seller's invoices.
4. We can only process invoices if these - in accordance with the specifications in our order - state the order number shown there; the Seller shall be liable for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them. The invoice must be submitted separately immediately after delivery, considering the statutory and official requirements. Monthly invoices must also be sent by the 5th of the month following the delivery at the latest.
5. Payment shall only become due after complete delivery and performance of the Goods and receipt of a customary invoice in accordance with the UStG (German Value Added Tax Act), UStDV (Ordinance Regulating the Turnover Tax) and BFH judgement of July 1st, 2004, VR 33/01. Unless otherwise agreed in writing, we shall then pay the purchase price within 14 days less 3 % discount, within 30 days net, from the day after delivery and receipt of the corresponding invoice. If we receive the invoice before delivery, the date of receipt of the delivery shall be relevant for the calculation of the discount period. For the timeliness of the payment owed by us, the receipt of our transfer forms at our bank shall be sufficient.
6. We shall be entitled to rights of set-off and retention as well as the plea of non-performance of the contract to the extent permitted by law. In particular, we shall be entitled to withhold due payments as long as we are still entitled to claims against the Seller arising from incomplete or defective performance. We do not owe any interest on maturity. The statutory provisions shall apply to default in payment.
7. The Seller shall have a right of set-off or retention only in case of legally established or undisputed counterclaims.
8. The Seller may only assign his claim to third parties or have it collected by third parties with our written consent. Partial assignment by the Seller is excluded. This shall not apply if monetary claims are concerned.

#### IV Delivery time; execution

- Each order must be confirmed immediately, stating the binding delivery time (delivery date or period) to be observed. The delivery time stated in the order is binding. The delivery period shall commence on the date of receipt of the order by the Seller. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be four weeks from conclusion of the contract. If the day on which delivery is to be made at the latest can be determined on the basis of the contract, the Seller shall be in default at the end of this day without the need for a reminder from us. Decisive for compliance with the delivery dates or delivery periods is the receipt of the Goods at the unloading point or goods receiving centre designated by us.
- In the event of a delay in delivery, we shall be entitled to demand liquidated damages for delay in the amount of 1% of the delivery value per completed calendar week, but not more than 5%; we reserve the right to assert further statutory claims (cancellation and damages in lieu of performance). The Seller has the right to prove to us that no damage or significantly less damage has been incurred because of the delay. In the event of default on the part of the Seller, we may, following the fruitless expiry of a reasonable period of grace set by us, have the delivery not yet made by the Seller carried out by a third party at the Seller's expense.
- If the Seller is unable to meet a delivery date due to force majeure, it must inform us of this in writing immediately after becoming aware of the reason for the hindrance. In this case, we shall be entitled either to postpone the acceptance period or, if our interest in the delivery is significantly reduced, to withdraw from the contract in whole or in part and, if applicable, to demand compensation. The Seller cannot derive any claims from this. In particular, the Seller shall not be entitled to withdraw from the contract or to increase prices at its own discretion in cases of force majeure and the like.
- Without our prior written consent, the Seller shall not be authorised to have the performance owed by him rendered by third parties (e.g. subcontractors). The Seller shall bear the procurement risk for his services unless otherwise agreed in individual cases (e.g. limitation to stock).
- If initial samples / release samples are requested by us, the Seller may only commence series production after written approval of the sample and release of the series.
- We may subsequently demand changes in the quality of the delivery or service within the scope of the Seller's technical capability. Technical changes and their effects on prices, delivery time or other conditions must be made in writing in accordance with Section 1.6. of these GTCs.
- In the event of urgent operational matters affecting our business, e.g. as a result of force majeure, fire, flooding, the discontinuation of a product, etc., we shall be entitled to withdraw from the contract without further costs in return for a compensation payment of 5% of the agreed price of the Goods not yet delivered from the respective order. The Seller shall have the right to prove to us that he has incurred higher expenses as a result of the above cancellation.
- The Seller shall immediately inform us in writing if a delivery is subject to any export restrictions.

#### V Dispatch; transfer of risk; documents

- Unless otherwise agreed in writing, delivery shall be made to the shipping address/place of use (destination) specified by us in the order. This shall also be the place of fulfilment of the delivery and any subsequent fulfilment (obligation to deliver).
- The risk of accidental loss and accidental deterioration of the Goods shall pass to us upon handover at the place of fulfilment. If acceptance has

been agreed, this shall be decisive for the transfer of risk. The Seller shall be liable for all damage, demurrage, etc. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

- The statutory provisions shall apply to the occurrence of our default of acceptance. However, the Seller must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or co-operation on our part (e.g. provision of material). If we are in default of acceptance, the Seller may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB (German Civil Code)). If the contract relates to a non-fungible item to be manufactured by the Seller (customised production), the Seller shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.
- The Seller is obliged to enclose a delivery note with each consignment and to state our order number and our item number exactly on all shipping documents and delivery notes; if he fails to do so, he shall be liable for any delays caused as a result.
- Upon our request, the Seller shall provide us without delay with proof of origins with all necessary details and duly signed. The same shall apply to VAT-related evidence for foreign and intra-community deliveries.
- Partial deliveries are only permitted on the basis of written agreements; otherwise, we are entitled to refuse acceptance or acceptance of the partial delivery.
- The Seller shall be responsible for transport insurance.

#### VI Quality; inspection of defects; claims for defects

- The Seller expressly warrants the use of the best, appropriate material, proper assembly, correct and proper design, for power requirements, performance, efficiency, as well as the unconditional conformity of the Goods sold with the samples, specimens and descriptions supplied by him. The goods must comply with the relevant directives, ordinances and regulations, the DIN standards and requirements of the property insurers and must have the CE certificate of conformity. If deviations from the regulations are necessary in individual cases the Seller must obtain our written consent. This shall not limit the Seller's liability. If the Seller has reservations about the type of execution, he must inform us immediately in writing.
- The statutory provisions (Sections 377, 381 HGB (German Commercial Code)) shall apply to the commercial obligation to inspect and give notice of defects, subject to the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents as well as during our quality control in the random sampling procedure (e.g. transport damage, incorrect and short deliveries). If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, considering the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. In all cases, our complaint (notification of defects) shall be deemed immediate and timely if it is received by the Seller within five working days of receipt of the Goods or, in the case of hidden defects, of their discovery. In all cases in which a defect quota has been agreed with the Seller and this is exceeded, we shall be entitled to return the entire consignment at the Seller's expense and risk. If there is no separate agreement on a defect quota, we shall be entitled if the defect quota of a consignment exceeds 1% of the respective consignment quantity.
- If the delivery or service has been carried out in accordance with the contract or if any defects have been rectified, it shall be accepted by us. If a trial run is planned, acceptance shall be issued after a faultless trial run by

means of a joint acceptance report. Repeat inspections carried out by us on the basis of defects identified during previous inspections shall be at the full expense of the Seller.

4. The costs incurred by the Seller for the purpose of inspection and subsequent fulfilment (including any removal and installation costs) shall be borne by the Seller even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognised or were grossly negligent in not recognising that there was no defect.
5. We shall be entitled to the statutory claims for defects without restriction. The Seller shall be obliged to bear all expenses necessary for the purpose of remedying the defect or delivering a replacement or to reimburse us for the expenses incurred in this connection. We may also withdraw from or terminate the contract if (preliminary) insolvency proceedings are instituted against the Seller's assets or if Seller suspends payments not only temporarily.
6. In accordance with the statutory provisions, the Seller shall in particular be liable for ensuring that the Goods have the agreed quality upon transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our orders - are the subject of the respective contract or have been included in the contract in the same way as these GTCs shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, the Seller or the manufacturer.
7. We expressly reserve the right to claim damages, in particular damages for non-performance; in particular, the Seller shall compensate us for any damage, including consequential damage, resulting from the existence of a defect. If the Seller fails to fulfil his obligation to provide subsequent performance - at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this or a corresponding advance payment from the Seller. If subsequent fulfilment by the Seller 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 be set; we shall inform the Seller of such circumstances immediately, if possible in advance. Payment of the purchase price or parts of the purchase price prior to the discovery of defects as well as the acceptance or approval of submitted documents (drawings, drafts, models, samples, specimens, including intermediate products, etc.) shall not constitute an acknowledgement that the Goods are free of defects and delivered in accordance with the contract and in this respect shall not constitute a waiver of claims for the rectification of defects.
8. For delivery parts that could not remain in operation due to defects, a current deadline shall be extended by the time of the interruption in operation.
9. Our claims for defects shall become time-barred within 36 months. However, the period shall not commence until the Goods have been delivered in full and free of defects. Notices of defects can be made at any time until the expiry of the limitation period, whereby the first notice of defects shall suspend the limitation period until each notice of defects has been settled, as long as it is not a matter of goodwill on the part of the Seller or completely insignificant defects.
10. Goods purchased according to a brochure are purchased on trial and can be made available to the Seller within eight working days of receipt if they do not fulfil the contractual purpose stated by us, without the Seller being entitled to any claims.

## VII Liability; Indemnity; Third-party property rights

1. The Seller shall indemnify us against indirect claims of third parties asserted against us due to poor performance by the Seller. The Seller shall have the right to prove that contributory causation or contributory negligence on our part played a role. The limitation period for claims under this section shall be 4 years from the date on which we became aware or should have become aware of the defect, but no longer than 15 years after complete delivery. If the Seller is responsible for product damage, he shall be obliged to indemnify us against third-party claims for damages, in particular product liability claims, upon first request, provided that the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.
2. In this context, the Seller shall also be obliged to reimburse any expenses pursuant to Sections 683, 670 BGB (German Civil Code) or pursuant to Sections 830, 840, 426 BGB (German Civil Code) arising from or in connection with claims asserted by third parties, including recall actions lawfully carried out by us. We shall inform the Seller in advance of the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.
3. The Seller is obliged to maintain product liability insurance with a lump sum cover of at least EUR 2,500,000.00 per personal injury/property damage. Upon our request, proof of this must be provided to us. If we are entitled to further claims for damages, these shall remain unaffected.
4. The self-inspections carried out by us do not release the Seller from the obligation of faultless delivery.
5. The Seller shall also be liable for ensuring that the Goods, samples and brands supplied by him are free from third-party rights of any kind and that third-party property rights in countries of the European Union or other countries in which he manufactures the Goods or has them manufactured, in particular patents and copyrights, are not infringed and that the Goods supplied comply with all statutory regulations and official requirements, insofar as he was aware of the infringement or should have been aware of it as a specialised company. In the event of infringement of such rights or public law regulations, the Seller shall indemnify us against claims for damages by third parties and shall reimburse us for all expenses incurred in connection with such claims. We are entitled to obtain the necessary authorisations for delivery, commissioning, use, resale, etc. of the delivery item from the owner of the property rights at the Seller's expense, if the resulting costs are considerably lower than the damage incurred by both parties in the event of rescission. Our further statutory claims due to defects of title in the products delivered to us shall remain unaffected.

## VIII Retention of title; provision; rights

1. The transfer of ownership of the Goods to us must take place unconditionally and without regard to the payment of the price. If, however, in individual cases we accept an offer of the Seller for transfer of ownership conditional upon payment of the purchase price, the Seller's reservation of title shall expire at the latest upon payment of the purchase price for the delivered Goods. We remain authorised to resell the Goods in the ordinary course of business even before payment of the purchase price with advance assignment of the resulting claim (alternatively validity of the simple retention of title extended to the resale). This excludes all other forms of retention of title, particularly the extended retention of title, the forwarded retention of title and the retention of title extended to further processing. The same applies to the documents supplied by the Seller. By handing over the Goods, the Seller declares that he is fully authorised to dispose of them and that no rights of third parties exist. Otherwise, this must be expressly communicated. We shall then be entitled to a right of retention.

2. If we provide parts to the Seller, we reserve title to these parts. Processing or remodelling by the Seller shall be carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item to the other processed items at the time of processing.
3. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the Seller's item is to be regarded as the main item, it is agreed that the Seller shall transfer co-ownership to us on a pro rata basis; the Seller shall hold the sole ownership or co-ownership for us.
4. If the security interests to which we are entitled in accordance with paragraphs 2 and/or 3 exceed the purchase price of all our goods subject to retention of title that have not yet been paid for by more than 10%, we shall be obliged to release the security interests at our discretion upon request of the Seller.
5. We reserve title to tools; the Seller is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The Seller is obliged to insure the tools belonging to us at replacement value against fire, water damage and theft at his own expense. He is obliged to carry out any necessary maintenance or inspection work in good time at his own expense. He must notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.
6. We reserve all rights to software (including source code), drawings, products or data of various kinds produced according to our specifications, as well as to processes and inventions developed by us. Copies may only be made to the extent that this is essential for the manufacture of the Goods ordered by us. The Seller undertakes to return the documents at any time at our request and to destroy any copies made. The Seller has no right of retention in this respect.
7. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents provided by us; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production based on our order; after the order has been processed, they are to be returned to us unsolicited. They must be kept secret from third parties.

## IX Secrecy

1. The Seller is obliged to keep all technical and commercial documents, sketches, data and other information received strictly confidential and not to use them for his own competitive purposes unless we expressly agree to this in writing. They may only be disclosed to third parties with our express written consent. For each case of infringement of this obligation, the Seller shall pay us a contractual penalty in commercial transactions amounting to at least 10% of the agreed price, but no more than the amount that the Seller has otherwise obtained as a result of the infringement if this is above the minimum amount. We shall determine the amount of the contractual penalty in each individual case at our reasonable discretion. Claims for damages are not excluded by this.
2. The Seller shall treat the conclusion of the contract as confidential. He may only name us as a reference to third parties with our written consent.
3. Special confidentiality agreements and statutory provisions on the protection of secrets remain unaffected.

## X Place of jurisdiction, choice of law, severability clause

1. Our place of business shall be the exclusive - also international - place of jurisdiction for all disputes arising from this legal relationship. However, in all cases we shall also be entitled to bring action at the place of fulfilment of the delivery obligation in accordance with these GTCP or an overriding individual agreement or at the general place of jurisdiction of the Seller.
2. These GTCP and the contractual relationship between us and the Seller shall be governed by the substantive 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.
3. In the event of disputes, the German wording of these GTCP shall be binding.
4. These contractual conditions shall remain valid even if individual clauses should prove to be invalid. The invalid clause shall be supplemented or reinterpreted by the parties in such a way that the economic purpose intended by the invalid provision is achieved as far as possible. The same procedure must be followed if a gap requiring supplementation arises during the implementation of the contractual relationship. If the invalidity is based on a performance or time provision, the legally permissible measure shall take its place. Should a provision of these GTCP or of the contract be invalid with regard to mandatory foreign law, the Seller shall, upon request, agree with us such amendments to the contract and make such declarations to third parties or authorities as will ensure the validity of the provision concerned and, if this is not possible, its economic content under foreign law.

*Eslohe-Kückelheim, 1 January 2023*