

General Conditions of Purchase of Munitec Vertriebs-GmbH (as of October 2022)

1. Scope of Applicability, Form

- 1.1 These General Conditions of Purchase ("GCP") shall apply to all business relations with business partners of Munitec Vertriebs-GmbH on the supply side and suppliers ("Supplier") of Munitec Vertriebs-GmbH ("Us").
- 1.2 The GCP apply in particular to contracts for the sale and/or delivery of movable things ("Goods"), irrespective of whether the Supplier manufactures the Goods himself or purchases them from his suppliers (paras. 433, 650 German Civil Code). Unless otherwise agreed upon, the GCP shall apply in the version valid at the time of our order, but in any case in the version last communicated to the Supplier in text form, also for similar future contracts, without us having to refer to them again in each individual case.
- 1.3 The GCP shall only apply if the Supplier is an entrepreneur (para. 14 German Civil Code), a legal person under public law or a special asset under public law. These GCP are exclusive. Deviating, contradictory or additional general terms and conditions of the Supplier shall only become part of the contract if and to the extent that we have expressly agreed to their application in writing. This requirement of consent shall apply in all cases, even if we - in full knowledge of the Supplier's general terms and conditions - accept the Supplier's deliveries without reservation.
- 1.4 Individual agreements with the Supplier shall take precedence over these GCP. A written agreement or our written confirmations shall be decisive when determining the contents aforementioned agreements, unless the contrary can be proven.
- 1.5 Legally relevant declarations and notifications of the Supplier with regard to the contract (e.g. setting of a period for performance, warning notice, revocation) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Legal form requirements shall remain unaffected.
- 1.6 The statutory provisions shall apply insofar as they are not directly amended or expressly excluded by these GCP.

2. Contract Conclusion

- 2.1 Our order is binding at the earliest upon written submission or confirmation. The Supplier must notify us of obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion prior to acceptance.
- 2.2 Insofar as our orders do not expressly contain a binding period, we shall be bound by it two (2) weeks after the date thereof.

3. Delivery Time and Default

- 3.1 The delivery periods or delivery dates stated by us in the order are binding. If neither delivery periods nor delivery dates are specified in the order and have not been otherwise agreed upon, the delivery period shall be two (2) weeks from the conclusion of the contract. The Supplier is obliged to inform us immediately in writing if it is likely that he will not be able to meet the agreed delivery periods or delivery dates, for whatever reason. In case of deliveries made before the expiry of the agreed delivery period or before the agreed delivery date, we reserve the right to return the Goods at the Supplier's expense.
- 3.2 If the Supplier is in default, we may - in addition to further legal claims - demand a blanket compensation for the damage resulting from this default amounting to 1% of the net price per completed calendar week, but no more than a total of 5% of the net price of the Goods delivered late. We reserve the right to prove that we incurred a higher damage. The Supplier may prove that no damage or only considerably less damage has been incurred.

4. Delivery, Performance, Passing of Risk, Default in Acceptance

- 4.1 Unless agreed otherwise, all deliveries shall be made DAP to the place of destination specified in the order in accordance with Incoterms 2020. If a place of destination is not specified, delivery shall be made to our head office in Hallbergmoos, unless agreed otherwise. The respective place of destination shall also be the place of performance for the delivery and any cure (obligation which debtor has to perform at creditor's address).
- 4.2 A delivery note stating the date (of issuance and shipping), contents of the delivery (article number and quantity) and our order reference (date and number) must be enclosed with the delivery. If the delivery note is missing or incomplete, we are not responsible for any resulting delays in processing and payment. A dispatch note with the same contents shall be sent to us separately from the delivery note.
- 4.3 The risk of accidental destruction and accidental deterioration of the Goods shall pass to us upon delivery at the specified place of destination. If and insofar as

acceptance has been agreed upon, the aforementioned risk shall pass upon acceptance; the provisions governing contracts to produce a work shall apply mutatis mutandis.

- 4.4 The statutory provisions shall apply to the occurrence of our default in acceptance. However, the Supplier must also expressly offer performance to us if a specific or determinable calendar period has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default in acceptance, the Supplier may demand reimbursement for his additional expenses in accordance with the statutory provisions (para. 304 German Civil Code). If the contract relates to a non-fungible thing to be manufactured by the Supplier (individual manufacture), the Supplier shall only be entitled to further rights if we have agreed to cooperate and are responsible for the failure to cooperate.
- 4.5 The Supplier shall notify us of any changes of the type or composition of the processed material or in the constructive design compared to previous similar deliveries before the start of production. They require our prior written consent. Changes and corrections regarding the scope of performance or the design of the construction, in particular those requested by us for reasons of technical progress or safety aspects, shall be taken into account by the Supplier without surcharge, insofar as this can be reasonably expected of the Supplier and can be carried out without considerable additional costs.
- 4.6 Without our prior written consent, performances owed by the Supplier may not be rendered by third parties. The Supplier bears the procurement risk for performances owed by him.

5. Prices and Terms of Payment

- 5.1 The price stated in our order is binding. Unless agreed otherwise, all prices are exclusive of statutory value added tax.
- 5.2 We pay within fourteen (14) calendar days of complete delivery and performance (including any agreed acceptance) as well as receipt of a proper invoice with 2% discount or, alternatively, the net price within thirty (30) calendar days, unless stipulated otherwise in an individual agreement. In case of bank transfers, payment shall be deemed to have been made in due time if our transfer order is received by our bank before expiry of the payment period.
- 5.3 We do not owe any maturity interest. In case of a default of payment, the default interest rate shall be five (5) percentage points above the basic interest rate pursuant to para. 247 German Civil Code.
- 5.4 The Supplier shall have a right to declare set-off or retention only if the counterclaims are finally and non-appealably established or are uncontested.

6. Termination, Suspension

- 6.1 Irrespective of the statutory rights of revocation and termination, we shall be entitled to revoke or terminate the contact with immediate effect if the Supplier culpably ceases delivery, if his financial situation deteriorates to such an extent that the delivery is at risk, if an application for insolvency proceedings has been made or if he fails to meet his payment obligations.
- 6.2 We are entitled at any time and without immediate justification to demand from the Supplier the temporary suspension of partial or complete performance. Upon request, we shall subsequently inform the Supplier of the reasons and the probable duration of the suspension.
- 6.3 In the event of a suspension of more than three (3) months, the Supplier shall be entitled to claim compensation for the costs incurred as a result of the delay, but not for loss of profit. For this compensation of costs, the Supplier shall state the costs resulting from the delay.

7. Confidentiality and Retention of Title

- 7.1 We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to us after completion of the contract. The documents and all information made available in the course of the order shall be kept secret from third parties. The confidentiality obligation shall not expire until and to the extent that the knowledge contained in the documents provided or the information has become generally known. The Supplier must oblige any third parties whom he engages with our consent for performance to maintain confidentiality at least to the same extent.
- 7.2 Above provision shall apply mutatis mutandis to materials (e.g. finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the Supplier for manufacture. Until processing, the Supplier must keep such items separately and marked as our property at his own expense and

insure them to an appropriate extent against destruction and loss, but in any case against fire, water and theft damage.

- 7.3 The transfer of ownership of the Goods to us must take place unconditionally and regardless of the payment of the price. If, however, we accept an offer for transfer of ownership by the Supplier subject to the condition precedent that the purchase price is paid, the Supplier's retention of title shall lapse at the latest upon payment of the purchase price for the delivered Goods. In the ordinary course of business, we shall remain authorized to resell the Goods. Thereby all other forms of retention of title, in particular any extended retention of title, a transferred retention of title and a retention of title extended to further processing are excluded.

8. Defective Delivery

- 8.1 The statutory provisions shall apply to our rights in the event of material or legal defects of the Goods and in the event of other breaches of duty by the Supplier, unless otherwise specified below.
- 8.2 The product descriptions which have been made are the subject matter of the respective contract - in particular by naming or reference in our order - or which have been incorporated into the contract in the same way as these GCP shall in any case be deemed to be the agreed quality of the Goods. The origin of the product description is irrelevant.
- 8.3 The Supplier shall at all times observe all laws, regulations, rules and ordinances (in particular with regard to fair working conditions, equal opportunities and compliance with environmental and environmental protection requirements) that apply to him. The Supplier shall ensure that the Goods delivered by him meet all relevant requirements for placing on the market in the European Union and the European Economic Area. Upon request, he shall provide us with evidence of conformity by submitting suitable documents. The Supplier shall make reasonable efforts to ensure that his subcontractors comply with the obligations contained in this Clause 8.3 which apply to the Supplier.
- 8.4 In deviation from para. 442 (1) sentence 2 German Civil Code, we shall also be entitled to claims for defects without restriction if the defect remained unknown to us as a result of gross negligence when the contract was concluded.
- 8.5 The statutory provisions shall apply to the obligation to inspect and give notice of defects (paras. 377, 381 German Commercial Code) subject to the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming inspection under external examination including the delivery documents (e.g. transport damage, wrong and short delivery) or which are identifiable during our quality inspection by random sampling. If acceptance has been agreed, there shall be no commercial obligation to inspect. In all other respects it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later shall remain unaffected. Irrespective of our obligation to examine, our complaint (notice of defects) shall be deemed to be immediate and timely if it is sent within five (5) working days of discovery.
- 8.6 Cure shall also include the removal of the defective Goods and reinstallation of non-defective Goods insofar as the Goods have been installed in another item or attached to another item in accordance with their nature and intended use; our statutory claim to compensation of corresponding expenses shall remain unaffected. The expenses necessary for the purpose of inspection and cure shall be borne by the Supplier even if it turns out that no defect actually existed. Our liability for damages in the event of an unjustified demand to remedy defects shall remain unaffected; in this respect, however, we shall only be liable if we have recognised or by gross negligence have failed to recognise that no defect existed.
- 8.7 Irrespective of our statutory rights and the provisions in Clause 8.6, the following shall apply: If cure - at our choosing by remedying the defect or by supplying a thing free of defects - by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency or imminent occurrence of disproportionate damages), no deadline needs to be set; we shall inform the supplier of such circumstances immediately, if possible in advance.

9. Recourse Claims against a Supplier

- 9.1 We are entitled to our statutory recourse claims within a supply chain (recourse claims against a supplier pursuant to paras 445a, 445b, 478 German Civil Code) in addition to the defect claims.
- 9.2 Before we acknowledge or fulfil an asserted claim for defects, we shall notify the Supplier and - briefly explaining the facts of the case - request a written statement. If no substantiated statement follows within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be legally owed to our customer. In this case, the Supplier shall bear

the burden of proof for the contrary.

- 9.3 Our claims arising from a recourse claim against a supplier shall also apply if the defective Goods have been further processed by us or another entrepreneur, e.g. by installation in another product.
- ## 10. Producers' Liability
- 10.1 If the Supplier is responsible for product damage, he shall indemnify us against claims by third parties to the extent that the cause lies within his sphere of control and organisation and the Supplier himself is liable vis-à-vis a third party.
- 10.2 In connection with his obligation to indemnify, the Supplier shall compensate expenses pursuant to paras. 683, 670 German Civil Code or pursuant to paras. 830, 840, 426 German Civil Code which result from or in connection with a claim by third parties, including recall actions carried out by us. We shall inform the Supplier - as far as possible and reasonable - of the content and scope of recall measures and give an opportunity for him to comment. Further statutory claims remain unaffected.
- 10.3 The Supplier shall conclude and maintain an appropriate product liability insurance. The Supplier shall provide us with a copy of the liability policy at any time upon request.
- ## 11. Limitation
- 11.1 Deviating from para. 438 (1) no. 3 German Civil Code, the general limitation period of claims for defects shall be 3 years from the transfer of risk. If acceptance has been agreed upon, the limitation period shall commence with it. The 3-year limitation period shall also apply to claims arising from legal defects, whereby the statutory limitation period for claims in rem for surrender by third parties (para. 438 (1) no. 1 German Civil Code) shall otherwise remain unaffected; furthermore, claims arising from legal defects shall not become time-barred under any circumstances as long as the third party can still assert the right in question against us, in particular if it has not become time-barred.
- 11.2 Without prejudice to the preceding provision, any mutual claims of the contracting parties, in particular non-contractual claims for damages, shall become statute-barred in accordance with applicable statutory law.
- ## 12. Commercial Property Rights
- 12.1 In accordance with Clause 12.2, the Supplier warrants that no trademarks or copyrights (commercial property rights) of third parties in countries of the European Union, the USA, the People's Republic of China, the Republic of China (Taiwan) and other countries in which he manufactures Goods or has the Goods manufactured are infringed by Goods supplied by him. The same shall apply to a country to which the delivery is to be finally shipped if this country has been communicated to the Supplier prior to conclusion of the contract.
- 12.2 The Supplier is obliged to indemnify us against all claims brought against us by third parties due to the infringement referred to in Clause 12.1 and to reimburse us for all necessary expenses in connection with such claims. This shall not apply to the extent that the Supplier proves that he is neither responsible for the infringement of property rights nor that he - applying the due care of a prudent merchant - ought to have known of the infringement of property rights. Our further statutory claims due to legal defects of the Goods delivered to us remain unaffected.
- 12.3 Ownership and the rights to all designs, drawings, calculations, specifications, data sheets and other documents created for us by the Supplier as ordered shall pass to us irrespective of form. The Supplier undertakes to ensure that all copyrights and ancillary copyrights in such documents are transferred to us. Insofar as a transfer is not legally possible, the Supplier hereby grants us the exclusive and spatially, temporally and content-wise unlimited right of use to the aforementioned rights.
- ## 13. Choice of Law and Venue
- 13.1 These GCP and the contractual relationship between us and the Supplier shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 13.2 Exclusive - also international - venue for all disputes arising from or out of the contractual relationship shall be Munich. However, we shall also be entitled to bring an action at the place of performance or at the general venue of the Supplier. Overriding statutory provisions shall remain unaffected.