

General Terms and Conditions of Purchase of SEDOTEC GmbH & Co. KG

1. Scope of Application

1.1 Our purchase orders are placed exclusively on the basis of our Terms and Conditions of Purchase set out below (hereinafter referred to as "Terms and Conditions of Purchase"). We do not acknowledge any conflicting or deviating or general terms and conditions of the supplier, which are not regulated in the Terms and Conditions of Purchase, unless we have expressly consented in writing to their application. This also applies if we accept the goods and services supplied by the supplier without reservation while being aware of terms and conditions which conflict with, deviate from or are not stipulated in the Terms and Conditions of Purchase or if the supplier, in its quotation, in its acknowledgement of the order, on invoices or otherwise in connection with the processing of the contract, refers to the application of its general terms and conditions of business and we do not expressly contradict an inclusion again.

1.2 In ongoing business relations the Terms and Conditions of Purchase also apply to all future contracts, especially for follow-up and follow-up orders.

1.3 The Terms and Conditions of Purchase apply only in relation to a Companies (*Unternehmer*) within the meaning of Paragraph 14 German Civil Code (*BGB*).

2. Orders

2.1 Our orders are placed exclusively in written form. Any advance orders communicated verbally or by telephone shall be confirmed in writing or in text form (which includes by fax or e-mail).

2.2 The supplier must adhere to our request in his offers; the supplier must expressly inform us in writing of any deviations from the offer - especially if the supplier is unable to meet our request in one or more points.

2.3 The supplier must immediately confirm acceptance of our order in writing, stating the delivery date and price, stating our order number.

2.4 If the supplier provides us with images, drawings, calculations or other product-related, application-related or project-related documents, we are entitled to reproduce these documents and make them accessible to third parties, unless we have made a different agreement.

3. Prices

3.1 All agreed prices are fixed prices for the entire contractual execution period without the separately calculated sales tax and shall not be subject to any change even if the supplier reserves the right to make changes.

3.2 If prices have not been finally fixed at the time of submitting a quotation the supplier must notify us of the prices as soon as they have been determined; they shall not take effect until after receipt of our purchase order with our subsequent confirmation of the price.

3.3 If prices are calculated on the basis of the weights ascertained, the relevant weights shall be the weights without packaging.

3.4 Unless we have entered into a deviating agreement, DDP (Incoterms 2020) the place of delivery stipulated in our purchase order shall apply for the prices, or, if no place of delivery is stated in our purchase order, DDP Ladenburg, Federal Republic of Germany (Incoterms 2020).

4. Delivery Periods and Delivery Dates

4.1 The periods and dates stipulated in our purchase orders are binding. The delivery date shall be the date upon which the goods are received by us or by the delivery address stipulated by us; in the case of services it shall be the date of acceptance. The delivery period shall commence on the day upon which we receive the confirmation of the order.

4.2 As soon as the supplier can perceive circumstances which mean that the supplier is not able to comply with an agreed date or deadline, the supplier is obliged to immediately notify us thereof in writing stating the reasons and the expected duration of the delay. This also applies if the supplier is not responsible for this. Our silence on this does not constitute recognition of a new appointment and does not affect our contractual and legal claims.

4.3 If the supplier is in delay with performance (*in Verzug*) we shall be entitled to demand a lump-sum compensation for delay in the amount of 0.5% of the delivery value with which the supplier is in default for each commenced week of delay, but not more than a maximum of 5% of the delivery value. Both parties are allowed to prove that greater, lesser or no damage has occurred.

4.4 In the event of early delivery, we reserve the right to return the goods at the supplier's expense. If no return is made in the event of early delivery, we are entitled to store the products with us until the agreed delivery date at the expense and risk of the supplier. In the event of early delivery, we reserve the right to make payment on the agreed due date.

4.5 We do not accept any disclaimers, limitations of liability and/or exemptions of liability of the supplier of any kind in the event of any delay in delivery.

5. Terms of Delivery - Dispatch - Partial Deliveries

5.1 Unless we have entered into a deviating agreement, delivery shall be effected DDP (Incoterms 2020) the place of delivery stipulated in our purchase order, or, if no place of delivery is stated in our purchase order, DDP Ladenburg, Federal Republic of Germany (Incoterms 2020).

5.2 Every delivery must include auditable consignment notes or delivery notes stating the content as well as the full order reference.

5.3 The delivery shall be effected carriage paid to our works or to the place of delivery designated in our purchase order including packaging costs, carriage costs and other costs. In all cases dispatch shall be effected at the risk and for the account of the supplier. If, as an exception, we have declared our agreement in writing to a charge or to returning the packaging, we shall be entitled to send the packaging back against a credit note for its full invoice value.

5.4 Unless otherwise agreed, supplier is responsible for duty to obtain the arranging transport insurances at its cost.

5.5 Part deliveries or part performances shall be permitted only with our express prior written consent. If we exceptionally accept a partial delivery or partial service, this does not constitute a waiver of any claims.

5.6 The supplier is obliged to pack the products appropriately. In any case, the supplier must pack the products in such a way that damage to the products is excluded.

Unless otherwise agreed, the supplier must load, stow and fasten the products safely for transport. Loading must be carried out in such a way that damage to the products intended for us, other products that are not delivered to us, and other items is excluded during unloading.

The agreements made between the parties on the transfer of risk remain unaffected by the provisions in this Section 5.6.

6. Drawings

6.1 Unless otherwise agreed, any samples, drawings, pictures, models and other product-related, application-related or project-related documents, which contain know-how that is worthy of protection (hereinafter altogether referred to as "Drawings"), which we provide to the supplier, shall remain our property. The Drawings may not be reproduced or made accessible to third parties without our express prior written consent and must be returned to us without being asked and at the supplier's cost forthwith after the contract has been processed.

6.2 The supplier undertakes to use the Drawings and other items, which we have provided to the supplier, only for fulfilling the respective contract; the supplier must keep the form and content thereof confidential.

7. Infringement of Industrial Property Rights

7.1 The supplier gives its assurance that no national or foreign rights of third parties, particularly no industrial property rights of third parties (e.g. patents, utility models and design patents, copyrights) are infringed in connection with its supplies and services. This applies to the place of manufacture and delivery as well as to all countries to which the supplier's products or our products in which the supplier's products are contained or installed are sold or brought.

7.2 If a third party makes a claim on us because of an infringement within the meaning of the above Section 7.1 the supplier shall be obliged to indemnify us from and against said alleged or actual claims, and to pay compensation for any and all damage, costs and expenses, incurred by us in connection with the recourse taken by the third party unless the supplier is not responsible for the breach of obligation.

8. Incoming Goods Inspection - Complaints about Defects

8.1 As part of the incoming goods inspection we are obliged to check only the number of and the identity of the products delivered and any transport damage to the products delivered. As far as this is concerned, the supplier waives all further-reaching statutory requirements to be met by the incoming goods inspection (particularly pursuant to § 377 German Commercial Code (*HGB*)).

8.2 If we discover defects in the course of any random sample inspection, we shall, at our option, be entitled to reject the entire delivery without further examination or to examine the entire delivery ourselves or through third parties at the supplier's cost.

8.3 The supplier must deliver the products 100% checked. In particular, the supplier is obliged to check the products before delivery to ensure that they correspond to the specifications stated in the order and that they are free from defects.

9. Quality Standards - Defects in Quality (*Sachmängel*) - Damages

9.1 The supplier warrants that the products supplied by it comply with the specifications, Drawings, performance features and respective other up-to-date technical and qualitative standards regarding the product and the other requirements pursuant to Section 12, that the material and workmanship thereof are of good quality and that they are fit for the intended purpose.

9.2 In cases of doubt, the supplier must ask us about the intended use or the type of further processing.

9.3 Claims because of defects in quality (*Sachmängel*) shall be time-barred two years after the passing of risk unless statute provides for a longer limitation period or we have agreed a longer limitation period with the supplier.

9.4 We do not accept any limitation of our statutory warranty rights. In the case of sales contracts (*Kaufverträge*) and contracts for work and materials (*Werklieferungsverträge*) we are entitled, at our option and within a reasonable additional period of time, to demand rectification of the defect or delivery of goods that are free from defects. In urgent cases (if the supplier is delayed in remedying a defect, or if we are threatened with unusually high damage), we are entitled - even if Sales Contract Law applies - eliminate defects at the expense and risk of the supplier or have them eliminated by a third party. In the event that Sales Contract Law applies, however, this does not apply if the supplier is not responsible for the defect.

9.5 The supplier has to reimburse us for the necessary costs and expenses in the cases described in the above Section 9.4. In particular, the supplier bears all costs and expenses incurred in connection with the detection and elimination of defects, even if they are incurred by us, in particular inspection, dismantling and reassembly, labor, material, transport and other costs for subsequent delivery and the rework. This also applies if the expenses increase due to the fact that the delivery item has been moved to a location other than the place of performance, but not if disproportionate costs arise. The type of supplementary performance selected by us and the supplementary performance as such may not be refused on the grounds that this is only possible at disproportionate costs, provided that the costs of the (selected) supplementary performance do not exceed the original purchase price of the defective products three times.

9.6 Payment of the purchase price by us does not include any waiver of our right to complain about defects and/or to object that delivery has not been made properly in compliance with these Terms and Conditions of Purchase, the individual agreements and/or statutory provisions.

9.7 Apart from that the statutory provisions on the delivery of defective products shall apply. As far as this is concerned, we remain at liberty to assert more far-reaching claims because of the delivery of defective products.

10. Invoice - Payment Terms - Assignment

10.1 A separate, closed invoice must be issued for each purchase order; all invoices must comply with the provisions of the German Act on Value Added Tax (*Umsatzsteuergesetz*).

10.2 Unless we have agreed otherwise, the payment shall, at our option, be made either within 14 days with a 2 % cash discount or within 30 days net. The period shall commence as of receipt by us of a proper invoice, however at the earliest as of receipt of the goods/provision of the service.

10.3 Our payments shall in each case be effected subject to correction or the right to reclaim payment in the event that a complaint subsequently transpires. Payments shall not imply any acknowledgement that the delivery or performance is in accordance with the contract.

10.4 In the event of any defective delivery of goods or services we are entitled to withhold the full amount of our payments unless good faith dictates otherwise. We do not agree to any restriction of our statutory rights of set-off or to the assertion of any rights of retention.

10.5 The assignment of any claims against us shall only be effective with our written consent. There is no entitlement to such consent. § 354a of the German Commercial Code (*HGB*) remains unaffected.

11. Limitation of Liability - Product Liability - Indemnity - Third-Party Liability - Insurance Cover

11.1 The supplier is liable - for whatever legal reason - without restriction in accordance with the statutory provisions and these Terms and Conditions of Purchase. Any limitation of our legal and contractual claims (in particular from default, defect and product liability) is expressly contradicted both with regard to the level of fault as well as with regard to the scope and amount of liability.

11.2 If our customers or third parties make a claim on us under any principles of product liability principles or manufacturer's liability the supplier shall indemnify and hold harmless us from and against any such claims and the expenses, costs and damage incurred by us in this connection to the extent that the cause lays within its sphere of control and organization and it is itself directly liable in relation to third parties. The claim also includes the costs of any product recall.

11.3 The supplier undertakes to maintain a product liability insurance with worldwide cover and an appropriate minimum cover for personal injury and damage to property and to prove said insurance cover to us upon request. This shall be without prejudice to any further-reaching claims to which we may be entitled.

12. Reservation of Title

We do not agree to any reservation of title provisions which go beyond the agreement of an ordinary reservation of title, we particularly do not agree to so-called extended or prolonged reservations of title or group reservations of title (*Konzernvorbehalte*).

13. Conformity with Laws

When implementing the respective contract or executing the respective order the supplier shall comply with the respectively applicable laws, regulations and other legal provisions and trade practices that apply to its field of business, particularly concerning the development, manufacture, sale, transportation, export and certification of its products. This particularly concerns the statutory provisions on the safety and environmental design and method of technical products, the generally accepted rules of technology and the other provisions that reflect the state of the art at the time of performance. The supplier shall confirm compliance with the above laws etc. in writing upon request by us. The supplier shall reimburse us for any and all damage, costs and expenses, which we incur due to any failure on the part of the supplier to comply with the above provisions; the supplier shall in addition indemnify us against any claims raised against us by third parties in this connection. This shall not apply if the supplier is not responsible for the non-compliance.

14. Final Provisions

14.1 The place of performance for the delivery of all goods and services and the place of payment shall be Ladenburg, Federal Republic of Germany.

14.2 For all legal disputes that fall within the substantive jurisdiction of the local courts (*Amtgerichte*), the district court of Weinheim, Federal Republic of Germany and for legal disputes that fall within the substantive jurisdiction of the regional courts (*Landgerichte*), the regional court of Mannheim, Federal Republic of Germany as the place of jurisdiction. However, we are optionally entitled to take legal action at the supplier's registered office.

14.3 The governing law shall exclusively be the law of the Federal Republic of Germany; the provisions on the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Status: 1 November 2021