

## General Terms and Conditions of Purchase

### Section 1 Scope of application, form

1. The present General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our suppliers. The GTCP only apply when the supplier is a contractor (section 14 of the German Civil Code (BGB)), a legal entity under public law, or a special fund under public law.
2. All deliveries, services, and quotations of our suppliers are to be realized exclusively based on these GTCP. They are part of all our contracts which we conclude with our suppliers about their quoted deliveries or services. They also apply to all future deliveries, services, or quotations of our suppliers, even if they have not been explicitly agreed separately.
3. These GTCP apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the supplier will only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent applies in any case, for example also when we are aware of the supplier's General Terms and Conditions and accept their deliveries without reservation.
4. Individual agreements made with the supplier in individual cases (including ancillary agreements, supplements and amendments) shall take precedence over these GTCP at all times. In the absence of proof to the contrary, a written contract or respectively our written confirmation is decisive for the content of such agreements.

### Section 2 Purchase orders

1. Our purchase order applies as binding earliest at written release or confirmation. The supplier must point out apparent mistakes (as for example typing or calculation errors) and purchase order incompletions, including purchase order documents, for the purpose of correction or respectively completion before acceptance. Otherwise the contract applies as not concluded.
2. The supplier is obliged to confirm our purchase order immediately in writing, however latest within a period

of 14 days, or, in particular, to accept the purchase order without reservation through the delivery of the ordered products or the execution of services. Should the supplier not accept the purchase order within 14 days after receipt, then we are entitled to revocation. A delayed acceptance applies as a new quotation and requires the renewed acceptance by us.

3. The supplier assures that deliveries to us are free from third party rights. The supplier also ensures that they are not transferred by way of security and that they are free from third party title retention rights, and we are able to dispose of the deliveries freely.

### Section 3 Prices, terms of payment, invoice details

1. The indicated price in the purchase order is binding. All prices are including statutory value added tax, unless this is separately indicated or otherwise agreed.
2. Unless otherwise agreed in an individual case, the price includes all required services and additional services of the supplier (e. g. erection, installation) as well as all additional costs (e.g. proper packaging, transport costs to agreed shipping address including possible transport and liability insurance).
3. Unless otherwise agreed in an individual case, the agreed price is due for payment within 30 calendar days from complete delivery and services (including a possibly agreed acceptance), as well as after receipt of a proper invoice. If we effect payment within 14 calendar days, the supplier grants us a 3% discount on the invoice net amount. For bank transfer, payment is effected in due time if our bank transfer order is received by the bank before the expiry of the payment due date. We are not responsible for delays that are caused by the banks involved in the payment process.

4. We do not owe any maturity interest according to section 353 (of the German Civil Code (HGB)). The legal regulations apply for the delay in payment.
5. Offsetting and retention rights as well as the defense of non-performance of the contract shall be available to us to the extent provided by law. We are especially entitled to withhold due payments as long as our claim from incomplete or deficient services against the supplier remains.
6. The supplier only has a right of offset or retention from legally established or undisputed counterclaims or insofar as the supplier's counterclaims originate from the same contractual relation.
7. In all documents the purchase date, commission, article number and, if present – the Zippe position, must be indicated. In order confirmations, delivery papers and invoices, also the customs tariff number, the net weight and the origin must be indicated. Should one or more of these indications be missing, and through this the processing in the scope of our normal business procedure be delayed, then the payment terms, named in paragraph 3, will prolong for the time frame of the delay. If we have not yet received a long term supplier declaration form for the supplier's delivered products, the supplier must issue an individual supplier declaration form for this purpose. The supplier will provide all the necessary data for the proofs of origin and will make them available to us immediately, duly signed, and without delay. The supplier is obliged to compensate for the damage of non-recognized declaration of origin due to missing, incorrect, and/or incomplete certification or a lack of verification possibilities.

#### **Section 4 Delivery time and delay in delivery**

1. The significant delivery time (delivery date or period) specified by us in the order or according to these General Terms and Conditions of Purchase is binding. Early deliveries are permitted after prior notification within a reasonable time frame, but have no effect on the transfer of risk and/or the due date of payment by us. Otherwise, the supplier is not entitled to make partial deliveries without our prior written approval.
2. The supplier is obliged to inform us immediately in written form if circumstances arise or become apparent, meaning that the delivery time cannot be met.
3. If the supplier does not provide its service or does not provide it within the agreed delivery time or if the

supplier is in default, our rights - in particular to withdrawal and compensation for damages - are determined by the legal regulations. The regulations in paragraph 4 below remain unaffected.

4. If the supplier is in default, we may - without prejudice to any further statutory claims - demand overall damage compensation for our damage in delay in the amount of 1% of the respective net order value per completed calendar week, but in total not more than 5% of the respective net order value. We must prove that a higher damage has actually been incurred. The supplier must prove that no damage at all or only a significantly lower damage has been incurred.

#### **Section 5 Delivery, technical documentation, grant of rights**

1. The supplier is not entitled to have the owed service be provided by third parties (e.g. subcontractors) without our prior written consent.
2. The values determined by us during the incoming goods inspection are decisive for the number of items, weights and dimensions, unless otherwise verified.
3. For technical products, technical documentation including an EC Declaration of Conformity corresponding to the relevant regulations (especially machinery directive 2006/42/EG, IEC/IEEE 82079-1, DIN EN ISO 20607) is to be supplied free of charge in the languages requested by us. Delivery is to be made on a data carrier in one of the following data formats: .docx / .xls / .pdf / .fm / .p65, drawings in .dxf format. A further component of such delivery is a spare and wearing parts quotation with details of the official DIN and commercial designations, detailed information from the third-party manufacturers, as well as specification and data sheets for the individual products. For software products, the obligation to deliver is only fulfilled when the complete (technical and user) documentation has also been handed over. For programs especially produced for us, the program must also be delivered in source format.
4. The delivered technical product will be part of a plant which is to be constructed by Zippe, for which a technical documentation is to be issued as well. In order to create this technical documentation, the supplier of a technical product will grant Zippe a non-exclusive, spatially and temporarily unrestricted right of use of the supplied technical documentation, which especially includes the right of handling,

editing, duplicating, and saving the technical documentation in all media. Granting the right of use will be compensated by the agreed remuneration of the technical product.

5. The scope of delivery also includes all parts which are required for proper and safe operation, even if they are not listed individually. Especially this also applies to the required protective devices.

#### **Section 6 Passing of risk, default of acceptance**

The risk of accidental loss and accidental deterioration of the item shall pass to us upon handover at the place of delivery. If acceptance has been agreed or is provided for by law, this shall be decisive for the passing of risk. The handover, respectively acceptance, is deemed to be completed if we are in default of acceptance. The place of performance shall be the place to which the delivery is to be made in accordance with the order.

#### **Section 7 Property of tools and documents, confidentiality and protection of ownership**

1. We reserve ownership and/or copyright for purchase orders and orders placed by us as well as for designs, drawings, images, calculations, descriptions, forms, samples and other documents as well as tools. The provided documents are to be treated strictly confidential by the supplier, to be used only for the purposes of a concluded contract, not to be transmitted to third parties without our prior explicit consent and to be protected against access by third parties. The supplier must fully return these documents to us at our request if they are no longer required by the supplier in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Any copies made by the supplier must be destroyed in this case. The only exceptions to this are savings within the framework of statutory storage obligations and the storage of data for backup purposes within the framework of normal data backup. The continuation of the disclosure obligation remains unaffected. The supplier is furthermore obliged to use the supplied tools exclusively for the manufacturing of the ordered equipment and to insure the tools for replacement value against fire, water and theft damages at own costs. The supplier realizes possible maintenance works at own costs. We are entitled to demand an appropriate contractual penalty against the supplier in the event of culpable breaches of these obligations which we determine at

our reasonable discretion, taking into consideration the severity of the breach as well as the economic damage resulting from the breach of obligation which will be reviewed by the responsible court in the event of a dispute. Any further claims for damages will remain unaffected. A paid contractual penalty will be offset against possible claims for damages.

2. The transfer of product property to us must be effected without the regard to payment of the price. If, however, we accept a supplier offer conditional to the purchase price for transfer of ownership in an individual case, then the supplier's retention of title expires latest with payment of the purchase price for the delivered products. We remain authorized to resell the products in the ordinary course of business, even before payment of the purchase price, subject to advance assignment of the hereby created requirement. This excludes all other forms of retention of title, especially the extended, the forwarded, and for the further processing extended title of retention.
3. Tools, moldings, and other devices which the supplier either produces or procures on our costs will become our property. The transmission will be replaced according to the agreement of a property institute, according to section 930 of the German Civil Code (BGB), that the supplier carefully keeps the devices for us free of charge until the completion of the supply relationship.

#### **Section 8 Supply of material**

1. The material supplied by us remains the property of Zippe and is to be treated by the supplier with the care of a duly business person and is to be kept separately from the supplier's remaining property. Furthermore, it is to be marked as Zippe's property. It may only be used for the order that we have placed.
2. If the supplier processes our supplied material or the supplier alters it, then this activity is effected exclusively for us. We will immediately become owners of the hereby created new items. Should the supplied material only be a part of the new item, then we will acquire co-ownership of the new items corresponding to the share that corresponds to our supplied material value.
3. Upon our request, the scope of delivery includes the fixation of a Zippe type plate with the indication of the cost unit (order no.) the Zippe position number, the construction year, and the type description.

Otherwise, the devices are to be delivered company neutral.

## Section 9 Warranty claims

1. In the event of material defects and products' defects of title and other breaches of duty by the supplier, the legal provisions shall apply for our rights, unless agreed otherwise in the following.
2. For the commercial duty to examine and notify defects, the legal provisions (sections 377, 381 of the German Commercial Code (HGB)), subject to the following provision shall apply: Our duty to examine is limited to defects which become evident during our incoming goods inspection by external assessment including the delivery documents (e. g. transport damages, wrong and shortfall in delivery) or which are detected during our quality control by random sampling. As far as an acceptance has been agreed, there is no inspection obligation. Furthermore, it depends on how far an inspection is feasible, considering the circumstances of an individual case, in the ordinary course of business. Our notification duty for later detected defects remains unaffected. Notwithstanding our examination duty, in any case, our complaint (notice of defect) applies as immediate and in due time, if it is sent within 7 working days from detection, resp. from delivery for obvious defects.
3. If the supplier does not fulfill its obligation for supplementary performance – according to our option by elimination of the defect (repair) or by delivery of a defect-free item (replacement) – within a reasonable deadline, set by us, we can remedy the defect ourselves and demand compensation for the necessary expenses, resp. an appropriate advance payment. If the supplementary performance by the supplier has failed or is intolerable for us (e. g. due to particular urgency, endangerment of the operational safety or imminent occurrence of disproportionate damages) there shall be no need to set a deadline; we shall inform the supplier immediately, if possible in advance of such circumstances.
4. The warranty period is 36 months from the transfer of risk; possible longer legal warranty periods remain unaffected. The receipt of our written defect notification by the supplier impedes the limitation of warranty claims until the supplier refuses our claims or declares the defect as eliminated or denies to continue the negotiations concerning our claims in another way. In case of replacement delivery and defect elimination, the warranty period starts anew for the replaced and repaired parts, unless the

supplier has expressly and appropriately reserved the right for the supplementary performance to carry out the replacement delivery only as a gesture of goodwill, to avoid disputes, or in the interest of continuing the supply relationship.

5. The supplier is responsible that no third-party rights in countries of the European Union or in other countries, where the supplier manufactures or has manufactured the products, are infringed. The supplier indemnifies us against claims of third parties due to the infringement of third-party rights by the contractual object unless the supplier proves to not be responsible for the infringement. Additionally, the supplier shall provide the information and documents to us regarding its performances which are necessary to defend such claims of third parties, immediately upon request. The supplier will ensure the absence of third-party intellectual property concerning the contractual object by appropriate measures such as researches regarding third-party intellectual property and provide us with relevant documents and analysis material upon request.

## Section 10 Product and producer liability

1. The supplier is responsible for all claims asserted by third parties due to personal or material damages which are attributable to its supplied defective product and is obliged to release us from the resulting liability. In cases of fault-based liability, however, this is only applicable if the supplier is at fault. If the cause of damage is in the supplier's field of responsibility, the supplier must prove not to be culpable.
2. Within the scope of the supplier's indemnity obligation, the supplier must reimburse expenses according to sections 683, 670 of the German Civil Code (BGB) and all costs (including the costs for an eventual prosecution) arising from or in connection with a claim by a third party, including a recall action by us, unless these costs are not considered necessary or appropriate overall. We will inform the supplier about the content and scope of recall actions – if possible and as far as reasonable – and give the supplier opportunity to comment. Further legal claims remain unaffected.
3. The supplier is obliged to maintain a product and producer liability insurance with an appropriate coverage at its own costs. The supplier will send us a copy of the liability policy as well as a proof for the payment of the insurance premium upon request by us at any time. The supplier already here and now assigns his claims against his product and producer

liability insurance arising in connection with deliveries to us. We herewith accept this assignment.

### **Section 11 Shipping, packaging, freight insurance**

1. At our request, the shipment of each delivery, but especially of call order deliveries, must be announced immediately by a corresponding dispatch note.
2. Deliveries shall be made in accordance with our current dispatch and packaging instructions, notified to the supplier. The packaging wood must be heat treated according to the ISPM 15- wood packaging regulations. Packaging material must be taken back by the supplier if requested by us. Products are to be packed in a way to avoid transport damages as far as possible.
3. Costs for transport including packaging material and all other additional charges must be borne by the supplier unless expressly agreed otherwise.
4. Zippe is an SLVS (insurance policy for warehouse, logistic, and forwarding agencies) Waiver Customer for all consignments; therefore, all costs invoiced to us for the freight insurance will be charged to the supplier.

### **Section 12 Export, product change and spare parts**

1. The supplier ensures compliance with all relevant export control and sanction laws and regulations. In particular, the supplier warrants that (i) neither the supplier nor its associated companies, representatives, and/or other third parties that have been engaged directly by the supplier with the supply of goods and/or services for us appear on an applicable sanctions list, (ii) the supplier has obtained all necessary permits and licences which are required for the fulfilment of its contractual obligations at the place of performance and (iii) the supplier will inform us immediately if the performances are subject to applicable export/re-export restrictions and/or will be subject to.

2. For the products delivered to us, the supplier is obliged to store spare parts for a period of at least 5 years after delivery.
3. Each product change, which may have an influence on the agreed quality, must be notified well in advance and requires prior approval.

### **Section 13 Disposal**

The supplier is obliged to consider and adhere to all relevant requirements and provisions relating to environmental protection and waste disposal during the production and supply of the contractual products. In particular, the supplier warrants that the contractual products are disposable in a sorted manner. The supplier ensures this by corresponding material identifications.

### **Section 14 Force majeure**

1. „Force majeure“ means the occurrence + that prevents a party from fulfilling one or more of its obligations, when the party affected by the impediment proves that (i) this event is beyond its reasonable control and (ii) that it has not been predictable in a reasonable manner at the time of the contract conclusion and (iii) that the effects of the event could not have been prevented or overcome in a tolerable manner by the concerned party.
2. Cases of force majeure shall include, but not be limited to, natural disasters, government measures, decisions by authorities, embargoes, sanctions, war and other military conflicts, civil commotions, terror attacks, strikes, lock-outs and other labour unrests (insofar as these do not affect the personnel deployed by the supplier) and epidemics/pandemics. Supply difficulties and other performance disruptions on the part of the supplier's subcontractors only apply as force majeure if the subcontractor, for its part, is prevented from providing the service it is obliged to provide by an event of force majeure
3. A party affected by force majeure shall be exempt from its obligation to perform its contractual obligations and from any liability for damage or any other contractual remedy for breach of contract from the time when the impediment makes it impossible for the party to perform, provided that the circumstance of force majeure is notified without delay. If the notification is not made immediately, the release will take effect from the time when the notification is received by the other party.

4. The concerned party will do its best efforts to remedy the force majeure and limit its effects as far as possible.
5. In the event of force majeure, the contractual parties will decide on further proceedings and determine if the products not delivered during that time should be delivered after the force majeure situation. Notwithstanding the above, each contractual party shall be entitled to withdraw from the concerned orders if the force majeure persists for more than 4 weeks since the agreed delivery date. The right of each party to terminate the contract for good cause in the event of prolonged force majeure shall remain unaffected.

**Section 15      Applicable law and place of jurisdiction**

1. For these general purchasing conditions and the contractual relation between us and the supplier, solely the laws of the Federal Republic of Germany apply, excluding the international uniform law, especially the UN sales law.
2. Place of jurisdiction, for all legal disputes arising directly or indirectly from contractual relations that are based on these General Purchasing Conditions, is our place of business. Nevertheless, in all cases, we are also entitled to take legal action at the place of performance of the delivery obligation in accordance with these General Purchasing Conditions, resp. with a prior individual agreement, or at the supplier's general place of jurisdiction. Primary legal provisions, especially regarding exclusive jurisdictions, remain unaffected.