

# General Terms and Conditions of Purchasing

Eisenmann GmbH · Tübinger Straße 81 · 71032 Böblingen · GERMANY

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## A. Conclusion of Contract, Scope of Application

1. Our orders are exclusively placed based on the Terms and Conditions of Purchasing below, even if no explicit reference is made any more during ongoing business relations. Any changes to these Terms and Conditions of Purchasing, in particular, any deviating or supplementary Terms and Conditions of the Supplier, are hereby officially rejected. Silence on our part in response to order confirmations that refer to different or supplementary Terms and Conditions does not constitute consent. Such Terms and Conditions shall not apply to us, even if the order is carried out. By carrying out the order, the Supplier accepts our Terms and Conditions of Purchasing. Any change to our Terms and Conditions of Purchasing contained in an order confirmation shall be deemed as a rejection of our order. Clause 3 Sentence 2 applies accordingly. If the supply and service is nevertheless provided, then this shall be deemed acceptance of our Terms and Conditions of Purchasing.
2. Only our Purchasing department is authorized to conclude a contract and order changed or additional services that involve additional costs. Excluded are changed or additional services up to an additional payment of €500 in individual cases requested by our project managers and construction site coordinators.
3. All orders shall be confirmed without delay by the Supplier using the "order acceptance" form. We shall reserve the right to cancel the order free of charge if the confirmation does not arrive within 8 work days or if it arrives with changes made.

## B. Scope of Supply and Services

1. All services required for a flawless supply or a flawless production and assembly process are also part of the scope of services of the Supplier, even if they are not explicitly specified in the contract.
2. If the material required for rendering the service of the Supplier during installations and assemblies is delivered or provided by us, then this service of the Supplier shall also include unloading the means of transport as well as transporting the material from the storage place to the assembly location.
3. In case of the supply of machines and components, installations, maintenance and assembly services, the scope of services shall also include the documentation customary in this trade in electronic form or in the form of hard copies. The documentation shall comply with the accepted rules of engineering as well as the standards and legal requirements applicable at the time of delivery (in particular, the EC Machinery Directive as far as applicable). The rules, standards and statutory provisions in Germany and, to the extent that they impose further requirements, at the specified location for the supply/service or at the specified final destination of our supply/service to the client are decisive.
4. If the order includes research, designs, developments, drafts or similar services, the Supplier shall undertake to submit all results, above all, design and production drawings and documentation, user manuals etc. accordingly in electronic form or in the form of hard copies.
5. Software shall be supplied on commercially available data carriers in the form of machine-readable object programs in addition to user documentation in electronic form or in the form of hard copies. The scope of services for software development also includes the software supplied on commercially available data carriers in the form of a machine-readable source program and the program development documentation supplied in electronic form and the form of hard copies including a manufacturer documentation; this also applies to future amendments and updates. The source program shall be supplied in the program language specified along with detailed comments. Comments shall be prepared in the language specified. Technical terms specified by us or the client shall be used. The source and object program as well as the documentation shall be submitted at acceptance and shall correspond to the program status at the time of acceptance. If software is adapted or updated later on, the source and object program as well as the documentation including change notifications shall be delivered

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subsequently without being asked to do so. The respective up-to-date source and object programs can be requested at any time.

6. The Suppliers shall check our plans, drawings and other specifications regarding the implementation of the service, or materials and components provided by us, or services of other suppliers, as far as they concern him, whether they are complete, accurate and appropriate for the intended purpose. The Supplier shall notify us without delay about any concerns. If he fails to do so, we shall also be entitled to claims for defects; claims for damages for other reasons remain unaffected. The release of technical documents of the Supplier in the course of the order performance does not release him from his obligation to provide flawless supply and service.

## C. Salary/Remuneration

1. Agreed prices are fixed prices, delivered duty paid at place of delivery. Unless otherwise specified, our factory in Böblingen is the place of delivery.

2. The Supplier shall announce a claim to compensation for changed or additional services, regardless of the legal basis, before order execution. In individual cases, the announcement may be unnecessary in good faith, for example, because the claim to compensation is obvious or there is an emergency situation. If the Supplier does not announce his claim to compensation although it is not an exceptional case according to Sentence 2, the claim to compensation shall be excluded. In case of changed or additional services, additional and reduced services shall be taken into account equally for any possible claim to compensation.

## D. Deadlines, Contractual Penalties

1. The deadlines specified in our order, or otherwise agreed, are binding delivery receipt/service rendered dates and shall be adhered to. Partial deliveries/services are only permissible upon approval.

2. The Supplier undertakes to notify us in writing without delay in case of an impending non-compliance with an agreed deadline, including the reason and the expected duration of the delay.

3. If doubt in the ability or willingness of the contractor to perform exists before or after the deadline, especially because the Supplier does not adhere to schedules, or does not provide enough personnel, or has already announced that he cannot or does not want to perform on time, and we have an urgent interest in clarification, we shall be entitled to set a grace period for the Supplier before respectively after the due date to declare his and possibly prove his ability or willingness to perform. After fruitless expiry of this grace period, we are entitled to withdraw from the contract in accordance with § 323 of the German Civil Code (BGB) and/or demand compensation for damages instead of performance in accordance with §§ 280 and 281 of the German Civil Code (BGB). Further claims and rights remain unaffected.

4. If the Supplier is in default, we shall be entitled, without prejudice to further claims for damages and unless otherwise agreed, to demand a contractual penalty of 1% of the order value per completed week of delay (including pro rata), but a maximum of 5% of the order value. According to § 341 Paragraph 3 of the German Civil Code (BGB), we reserve the right to impose this contractual penalty up until final payment for the underlying contractual relationship, but at least within 14 days upon acceptance of the performance.

## E. Supply and Service, Transfer of Risk, Force Majeure

1. A packing slip shall be enclosed in the delivery and a list of contents in each packaging unit, which includes our order number and order item. The packing slip and lists of contents of each packaging unit shall include information regarding the quantity and a clear specification of the parts delivered. The specification shall also be on the parts delivered for identification purposes. If there are only identical parts in one packaging unit, the specification on the packaging unit shall suffice. If sent directly to our

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client, a neutral packing slip shall be used, which includes the EISENMANN order number and designation so that the delivery is carried out on behalf of EISENMANN. A shipping note signed by the carrier shall be sent to us for invoice control.

2. In case of purchase agreements, the risk shall only be transferred to us when the delivery item is handed over at the specified delivery location; in case of service contracts, after acceptance.

3. Labor disputes, official interventions, operational disruptions, material procurement or energy supply difficulties or other unforeseeable, extraordinary, unavoidable circumstances as well as circumstances beyond our control, regardless of whether these circumstances occur at our company or at third parties (e.g. our client), exempt us for the duration of their existence from acceptance of the delivery/service. We shall notify the Supplier regarding the occurrence and expected duration of such circumstances without delay. If, as a result of these circumstances, the fulfillment of the contract becomes impossible or no longer economically reasonable for us, we shall have the right to extraordinary termination for cause. The claims of the Supplier for services provided up to the notification are based on § 645 Paragraph 1 Sentence 1 of the German Civil Code (BGB); further claims shall be excluded. Our legal rights remain unaffected.

## F. Invoicing, Terms and Conditions of Payment

1. A single copy of the invoice shall be sent to us after the goods have been shipped. It shall include all order specifications and must not be enclosed with the shipment in any case. Partial billing are only permitted if partial deliveries were ordered accordingly.

2. Unless agreed otherwise, payment is made after 14 days with a 3% discount or after 60 days net. The payment period begins with receipt of the invoice and all required documents, but at the earliest with acceptance of the delivery or acceptance of the service and not before receipt of an agreed security. Payment is made when the check is handed over to the postal service provider or when the transfer order is received by our bank.

3. In case of defects, we shall be entitled to refuse payment of an adequate part of the remuneration and to deduct a discount, even after the right to refuse performance has expired in accordance with Clause 2.

4. Down payments and advance payments require special agreement and shall be secured by the Supplier in advance with an unlimited and absolute bank guarantee. The guarantee shall be subject to German law and identify Stuttgart as the exclusive place of jurisdiction. Apart from that, § 239 of the German Civil Code (BGB) applies.

## G. Defects, Inspection

1. Unless the order imposes any further or different requirements, supplies and services shall be provided in compliance with the accepted rules of engineering and in accordance with relevant DIN, VDE, VDI or comparable standards. In addition, they shall be provided in a way as to meet statutory provisions with regard to machinery, technical work equipment, accident prevention, protection at the workplace, hazardous substances, emission protection, water pollution control, waste legislation. The rules, standards and statutory provisions in Germany and, to the extent that they impose further requirements, at the specified location for the supply/service or at the specified final destination of our supply/service to the client are decisive. Defective title indemnity also extends to the final destination specified by us.

2. If we request supplementary performance, we shall be entitled to choose the type of supplementary performance, even for service contracts. The expenses required for the subsequent performance to be borne by the Supplier include the costs for the disassembly and assembly of the item to be supplied as

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well as transport and packaging costs. In case of purchase agreements, we also have the right to take action ourselves.

3. The period of limitation is at least 36 months, unless longer periods are provided for by law or another agreement. Our written notification of defects suspends the statute of limitations for our claims for defects until one of the parties refuses to continue negotiations.

4. The inspection and complaint period (§§ 377, 381 Paragraph 2 of the German Commercial Code (HGB)) is three weeks from delivery, and for defects that cannot be identified upon inspection, three weeks from discovery of the defect. If a longer period is appropriate in individual cases, then this period shall apply. We are entitled to limit our incoming goods inspection to quantity deviations and apparent defects.

5. We are entitled to inspect the production of the Supplier and his sub-suppliers during regular business hours (also in the company of our client).

6. To secure claims based on defects, we can demand security from the Supplier in the amount of 5% of the remuneration owed. If the supplier becomes insolvent before the final payment is made, we shall be entitled (without prejudice to further rights) to request additional security amounting to an additional 10% of the remuneration owed (i.e. 15% in total). Security can be provided through retention money or an unlimited and absolute bank guarantee. Section F Clause 4 applies with regard to the bank guarantee. If the security has not been utilized, it shall be returned after the expiry of the period of limitations for claims based on defects on which the contractual relationship is based. However, if our claims based on defects have not yet been fulfilled at this point, or if claims based on defects for parts of the supply or service have not yet become statute-barred, we shall be entitled to without a corresponding part of the security.

## **H. Manufacturer's Liability, Insurance**

1. If a manufacturer's liability claim is made against us due to domestic or foreign laws, the Supplier shall undertake to indemnify us from damage claims of third parties in so far as he is responsible for the defect that has given rise to the liability claims. In this context, the Supplier also undertakes to reimburse any expenses that arise from or in connection with an appropriate recall campaign or other appropriate damage-repairing or preventative measures carried out by us. In this respect, the Supplier waives any objection to the statute of limitations, unless we can invoke the statute of limitations against the claimant.

2. The Supplier undertakes to take out and maintain a business and product liability insurance with a minimum coverage of € 10 million for each personal injury / material damage during the performance of the contract for the supply and services. Our claims for damages remain unaffected. Where appropriate, the Supplier also undertakes to take out erection all risks insurance with an insured sum that covers the value of the supply and service to be provided by him.

## **I. Assignment of Receivables, Sub-Contractor**

1. Receivables from supplies and services can only be assigned to third parties with our written consent.

2. In principle, the Supplier shall fulfill his obligations arising from contracts with us through his own company with his own employees. The involvement of sub-contractors is only permitted with our prior written consent.

## **J. Provided Materials**

1. Material and parts provided by us remain our property. The Supplier shall store them separately and only use them for our order. The Supplier is liable for damage or loss even without fault.

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2. Any processing or changes made by the Supplier are made on our behalf. If the item we provide is processed with other items to which we have no ownership rights, we shall acquire joint ownership rights in the new item in proportion of the value of our item to the other processed items at the time of processing.

3. If the item we provide is combined with other items to which we have no ownership rights, we shall acquire joint ownership rights in the new item in proportion of the value of our provided item to the other combined items at the time they were combined. If they are combined in such a way that the Supplier's item is to be viewed as the main item, it shall be agreed that the Supplier transfers proportional joint ownership to us; the Supplier preserves joint ownership for us. Aforementioned regulations shall apply accordingly if the Supplier mixes or combines our item provided with other items.

4. The Supplier shall insure the item to which we have sole or joint ownership, including the new item created through processing, against material damage, loss, etc.

## K. Confidentiality, Property Rights, Rights of Use

1. The Supplier undertakes to treat the information made available to him and the knowledge that he acquires during the performance of the order confidentially and not to exploit it for himself, even beyond processing of the order. The same applies to the results mentioned in Section B Clause 4 and the software developed for us in accordance with Section B Clause 5. Publications about us or our products require our written consent.

2. All items, especially models, tools, samples, drawings, diagrams and documents of all kind which have been handed over to the Supplier remain our property. The Supplier shall keep such items confidential and, upon request, return them free of charge at any time. The Supplier may neither make such items available to third parties for inspection nor make them otherwise accessible, nor reproduce them, nor use them for his own purposes.

3. The same applies to molds, tools or other equipment or auxiliary equipment for the manufacture of the delivery item to be produced in accordance with such documents, or fully respectively partially at our cost. Changes to these may only be made with our consent. It is agreed that the ownership of above mentioned items shall pass to us and that these items shall be stored for us properly and free of charge. If we have paid for above mentioned items prior to completion, then we already acquire ownership of the half finished product according to above provision.

4. The Supplier undertakes to insure the items mentioned in Clauses 2 and 3 that are our property against material damage, loss, etc.

5. In the cases described in Section B Clause 4 and for software developed for us in accordance with Section B Clause 5, we shall have the exclusive right, unrestricted in terms of time and place, to use the results or the software. Where relevant, we are entitled to register industrial property rights. As long as the Supplier uses standard software for his supply and services, we shall have a non-exclusive right, unrestricted in terms of time and place, to use this software at least to the extent permitted by law. We are also entitled not to restrict the use of such software to individual systems and to grant our clients a non-exclusive right of use.

6. If improvements are made by the Supplier in connection with the order, we shall have a free of charge, non-exclusive right of use to commercially exploit the improvement and any intellectual property rights involved.

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## L. Code of Conduct, Ecological and Social Responsibility

1. The Supplier undertakes to strictly comply with our General Terms and Conditions of Purchasing, including compliance with our Code of Conduct (Eisenmann Supplier Code of Conduct), which stipulates the ethical, ecological and corporate standards that are expected from our Suppliers. The Contractual Partners undertake to meet the principles and requirements of the Code of Conduct, and to make an effort to commit their sub-contractors to compliance with the standards and regulations provided in this document by means of a contract. The Code of Conduct is based on national laws and regulations such as the Supply Chain Due Diligence Act (LkSG) and international conventions such as the United Nations Universal Declaration of Human Rights, the Directives regarding Children's Rights and Entrepreneurship, the United Nations Directives regarding "Business and Human Rights", the international labor standards of the International Labor Organization and the United Nations Global Compact.
2. Please note that the Code of Conduct is updated from time to time. The up-to-date version of the "Eisenmann Supplier Code of Conduct" can be found on our home page. It is the responsibility of the Suppliers to ensure that they always adhere to the up-to-date version.

## M. Occupational Safety and Health, Accident Prevention and Factory Regulations

1. During installation and assembly work at the construction site of our client or on our premises, the Supplier is responsible for the compliance with all accident prevention regulations as well as any factory regulations of our client and other regulations communicated to him. In particular, he shall observe the "Safety manual for external companies and visitors" in the respective up-to-date version, which can be found on our home page. The Supplier shall inform himself about the content of posted regulations.

## N. Foreign Trade Legislation, Banned Substances, Declaration, Conflict Minerals

1. The Supplier shall specify the following in his quotations and include it with his confirmation in accordance with Section A Clause 3:

- (1) export authorization requirement for the delivery item,
- (2) list index number according to German law,
- (3) registration of the delivery item according to US law with list index number,
- (4) export authorization requirement for the delivery item according to applicable EC Dual Use Act with list index number,
- (5) statistical item number and
- (6) item's country of origin.

In case we are not granted the required export authorization, we shall reserve the right to withdraw from the contract; any further claims remain unaffected.

2. The Supplier shall verify the origin/source of the delivery item in compliance with applicable regulations, i.e. by means of a Supplier's Declaration, or Certified Declaration of Origin, or EUR.1. The Supplier shall specify the origin of the delivery item in the Supplier's Declaration in accordance with applicable rules of origin of the country of destination.

3. Existing substance bans that are based on the regulations in Germany, or in the country of destination specified to the Supplier shall be observed by the Supplier.

4. The Supplier undertakes to declare the substances contained in the delivery item (specification of the CAS registry numbers and proportions by weight in the homogeneous material), provided that these substances are listed in one of the following regulations:

- (1) Chemicals Prohibition Ordinance (implementation of Directive 76/779/EEC and the associated amendments),
- (2) End-of-Life Vehicles Ordinance (implementation of Directive 2000/ 53/EC),

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- (3) Electrical and Electronics Equipment Law (implementation of Directive 2002/95/EC and Directive 2002/96/EC),
- (4) CFC-Halon Prohibition Ordinance (implementation of Ordinance (EC) 2037/2000) and
- (5) Ceramic Fiber Ordinance (in progress).

5. Insofar as our Suppliers use critical raw materials or process materials for the manufacture of their goods (e.g. components), we expect them to acquire these materials from verified sources and to ensure for themselves and their upstream Suppliers that the EU Conflict Minerals Regulation ((EU) 2017/821) is complied with, and the compliance thereof is checked and documented accordingly through appropriate means (e.g. CMRT or EMRT) to be referred to in case of doubt. Forms to report CMRT (Conflict Minerals Reporting Templates) or EMRT (Extended Minerals Reporting Templates) are available to the public in the respective up-to-date version, e.g. at <https://www.conflict-minerals.com>.

## O. Termination

1. In case of purchase agreements, we also have the right to termination by analogy with § 649 of the German Civil Code (BGB). We can also restrict a termination in accordance with § 649 of the German Civil Code (BGB) (analogous to purchase agreements) to parts of the contract.

2. We shall be entitled to extraordinary termination for cause if the Supplier gets into economic difficulties, in particular if an application has been made to open insolvency proceedings against his assets. The Supplier's remuneration is calculated in accordance with § 645 Paragraph 1 Sentence 1 of the German Civil Code (BGB). Our claims for damages and other rights remain unaffected.

## P. Place of Fulfillment, Place of Jurisdiction and Applicable Law

1. Place of performance is the location to which - according to the order - the delivery item is to be supplied, or where the service is to be performed. Unless otherwise agreed, place of performance shall be 71032 Böblingen, where our headquarters are located.

2. If our Suppliers are merchants, or legal entities under public law, or if they do not have a general place of jurisdiction within the Federal Republic of Germany, it shall be agreed that only the public courts responsible for our headquarters in 71032 Böblingen are the place of jurisdiction. However, we are also entitled to assert claims at any other legal place of jurisdiction.

3. The contractual relationship is subject to the laws of the Federal Republic of Germany. The UN Sales Convention does not apply. The provisions regarding the service contract in the German Civil Code (BGB) apply to a contract dealing with the supply of non-fungible, movable items to be manufactured or produced.