

## General Terms and Conditions of Purchase

### 1. Scope

(1) These General Terms and Conditions of Purchase ("GTC") apply to all contracts concluded with the contractor ("Contractor") via orders or in any other form for deliveries and services. Any deviating general terms and conditions (GTC) of the Contractor shall only apply if we have expressly agreed to their validity in writing (telecommunication transmission by e-mail is sufficient). The Contractor's GTC shall also have no effect if we have not objected to them in individual cases. The acceptance of deliveries, services or their payment does not constitute acceptance of the Contractor's GTC. If the Contractor has accepted our General Terms and Conditions of Purchase, these shall also apply to future contracts with the Contractor.

(2) The GTC shall apply in the respective contract language chosen between us and the Contractor, even if the Contractor also had other versions available.

(3) These GTC are addressed to entrepreneurs within the meaning of Sections 310 (1) and 14 of the German Civil Code (BGB).

### 2. Enquiries, offers, orders

(1) The preparation of offers or cost estimates is free of charge for us and does not oblige us to conclude a contract.

(2) If the content of an offer of the Contractor deviates from our enquiry, the Contractor must expressly point this out and offer us equivalent content for services or deliveries or other points from which it deviates (e.g. delivery dates, prices) as an alternative. We shall not bear any costs or pay any remuneration for visits, planning and other preliminary work performed by the Contractor in connection with the submission of offers, unless this has been

agreed separately with the Contractor in individual cases.

(3) Orders, amendments or additions thereto, as well as other agreements made in connection with the conclusion of a contract, shall be binding if they are issued or confirmed by us in writing or in text form.

(4) If no contract has yet been concluded with the written order, the Contractor must confirm the order in full in writing as soon as possible.

(5) We shall be entitled to change the time and place of delivery and the type of packaging at any time by giving written notice within a reasonable period before the agreed delivery date. The same shall apply to changes in product specifications, provided that these can be implemented within the scope of the Contractor's normal production process without significant additional effort. In this case, the Contractor shall notify us in writing in good time before the delivery date of the additional costs or delivery delays to be expected, based on a careful assessment.

### 3. Terms of delivery, prices, invoice, payment

(1) Unless otherwise agreed, deliveries shall be made "DAP destination, Incoterms®2020". All supporting documents and evidence that are to be presented at the time of delivery shall be enclosed with the delivery.

(2) The price stated in the order is binding. Unless otherwise agreed, prices are based on the arrival of deliveries at the destination. They cover all deliveries and services that the Contractor must perform at the agreed place of receipt in order to fulfil its obligations and include the granting of rights of use for the intended contractual purpose. Each contracting party shall bear the costs incurred in connection with agreed or statutory acceptance tests at the place of acceptance.

(3) Invoices shall be submitted in single copy after complete, defect-free delivery or, if agreed or required by law, after acceptance, separately for each order, stating the order details. We may return invoices without an order number to the Contractor unprocessed.

(4) Unless otherwise agreed in writing, payment of properly submitted, verifiable invoices shall be made within 60 days of receipt of the invoice or within 14 days with a 3% discount.

(5) The period shall commence upon receipt of the invoice, but not before complete and faultless fulfilment of the contract and/or acceptance, if such is provided for by law or contractually agreed.

#### **4. Shipping regulations, packaging, transport insurance, RoHS Directive**

(1) For each delivery, a dispatch note/delivery note shall be sent to the recipient on the day of dispatch. The purchase order number and the consignee specified in the purchase order must be indicated in all shipping documents.

(2) In addition to the obligations under "DAP", the Contractor shall take out transport insurance at its own expense, unless otherwise agreed. If the delivery involves dangerous goods that are subject to special national and international shipping regulations, the Contractor shall package and label them accordingly and ship them to the place of receipt in compliance with the relevant regulations.

(3) In particular, the Contractor is obliged to check deliveries of goods for compliance with the current EU RoHS Directive on the use/prohibition or restriction of the use of certain hazardous substances and to provide a written declaration of conformity at our request.

(4) The Contractor shall take back transport packaging free of charge at our request.

(5) The Contractor shall also comply with the aforementioned provisions in accordance with this Section 4 if its delivery and service obligations do not end with the delivery, but if it has assumed further obligations, such as assembly/installation, and/or if acceptance has been agreed or is required by law.

#### **5. Deadlines, dates, transfer of risk**

(1) Agreed deadlines and dates are binding. Compliance with these deadlines and dates shall be determined by the receipt of the complete, defect-free delivery and/or service with the documentation and other documents owed in relation to the deadline/date at the place of receipt or the successful completion of acceptance, if such acceptance has been agreed or is required by law. Plans, calculations or other documents owed to us that we must approve shall be provided to us in good time, even if this has not been expressly agreed, so that the contractual deadlines and dates can be met.

(2) Early deliveries/services or partial deliveries/partial services require our prior written consent. Consent in individual cases does not result in payments becoming due earlier or in us bearing additional costs for multiple deliveries. In the event of early delivery or partial delivery without our prior written consent, we may refuse acceptance.

(3) As soon as the Contractor realises that it will not be able to meet agreed deadlines and dates in whole or in part, or that this is likely to occur, it must inform us immediately in writing and verbally in advance, stating the reasons and the expected duration of the delay. Such notifications shall have no influence on the running of the deadlines and dates and shall not affect the statutory rights and claims to which we are entitled in the event of default due to breach of duty.

(4) If the agreed deadlines or dates are exceeded, or if such deadlines or dates are

dispensable for other reasons regulated by law, the Contractor shall be in default – even without a reminder – unless the delay is due to circumstances for which the Contractor is not responsible. The Contractor may only invoke the absence of documents to be provided by us that are necessary for execution if it has not received the documents from us despite setting a reasonable deadline.

(5) In cases of force majeure, the contracting party affected shall be released from its obligation to deliver or accept delivery for the duration and to the extent of the effect. Force majeure is any event beyond the control of the respective contracting party which prevents it from fulfilling its obligations in whole or in part, including fire damage, floods, strikes and lawful lockouts, unexpected pandemics or epidemics, as well as operational disruptions or official orders for which it is not responsible. Supply difficulties and other performance disruptions on the part of the Contractor's suppliers shall only be considered force majeure if the supplier is prevented from performing its obligations due to an event as described in sentence 1. The affected contracting party shall immediately notify the other contracting party of the occurrence and cessation of the force majeure event and shall use its best efforts to remedy the force majeure event and limit its effects as far as possible. In the event of force majeure, the contracting parties shall agree on how to proceed and determine whether the products not delivered during this period should be delivered after the force majeure event has ended. Notwithstanding this, each contracting party shall be entitled to withdraw from the orders affected by this if the force majeure lasts for more than four weeks from the agreed delivery date. The right of each contracting party to terminate the contract for good cause in the event of prolonged force majeure shall remain unaffected.

(6) Unconditional acceptance or receipt does not constitute a waiver of any rights and claims due to delay. If a contractual penalty has been

agreed and incurred, we may still assert this until the final payment is due, without the need for a reservation in accordance with Section 341 (3) of the German Civil Code (BGB).

(7) Even if shipment has been agreed, the risk of accidental loss or deterioration of the goods shall only pass to us when the goods are handed over to us at the agreed destination.

## **6. Ownership, industrial property rights, copyright, confidentiality**

(1) Drawings, samples and other documents as well as aids which we provide to the Contractor for the execution of orders remain our property or the property of the owners of the rights. They may only be used for the intended purpose of fulfilling the respective contract and must be returned to us at any time upon request.

(2) In particular, the Contractor must respect copyrights and other industrial property rights to which we or third parties have rights of use or exploitation. Their use or exploitation is only permitted for the purpose contractually agreed upon. If the Contractor engages third parties to fulfil the contract, it must ensure that they comply with the protection of rights and inform us of this in writing, even if we have approved them.

(3) The Contractor may not use or exploit products manufactured from documents, drawings, models and other materials provided by us or manufactured according to our specifications for its own purposes or for the purposes of third parties. The Contractor may not offer them to third parties or deliver them to third parties without obtaining our prior written consent.

(4) The Contractor shall keep confidential all documents, information about materials provided and our other know-how made available to it during the business relationship and shall not disclose them to third parties or bring them to their attention without our express

written consent, except in the case of mandatory legal disclosure obligations and in the case of official or court orders. Third parties employed by the Contractor to fulfil the contract shall be expressly obliged to maintain confidentiality if it is unavoidable to disclose the protected know-how to them. The Contractor shall also keep confidential all knowledge and results gained through its involvement, even after the contractual relationship has ended; this does not apply to information that is or was already publicly available without the Contractor's involvement or that becomes generally known to the public.

## **7. Quality of the delivery/service**

(1) The Contractor shall be obliged to provide defect-free deliveries and services. These must have the agreed quality characteristics and guaranteed values and properties and fulfil the intended purpose. The Contractor also guarantees that deliveries and services comply with the current state of the art and technical standards and that qualified personnel with the necessary qualifications are used for services, in particular if these are required by the authorities for the performance of the services or deliveries owed. Deliveries must be equipped with the prescribed safety devices. Safety regulations must be observed by the Contractor. Relevant environmental protection, hazardous substances, dangerous goods and accident prevention regulations and occupational safety requirements must be observed. The provisions of the Equipment and Product Safety Act must be observed. The Contractor must also comply with any special safety and hygiene regulations applicable at the place of performance and brought to its attention.

(2) The approval of drawings, samples and other documents (e.g. written documents, specifications) submitted by us does not affect the Contractor's responsibility for the proper, complete and defect-free fulfilment of the contract.

(3) If the EU "REACH Regulation" applies to the delivery or components of the delivery, the respective substances must be pre-registered, registered or approved and other requirements arising from this, such as the submission of a safety data sheet, must be fulfilled. This must be submitted upon conclusion of the contract, but no later than with the invoice, and is a prerequisite for further checks and the possible due date of payments.

(4) The Contractor must fulfil the necessary requirements under EU law and all current implementation regulations and standards for machinery and equipment or other deliveries for which mandatory directives prescribe CE marking. In particular, risk analyses required by the relevant directives must be carried out, documentation must be prepared and supplied by the Contractor. Their submission is a prerequisite for the fulfilment of the contract and prevents acceptance by us if such acceptance has been agreed or is required by law, e.g. the EU declaration of conformity for complete machines and systems or the declaration of incorporation for "incomplete machines".

(5) The Contractor shall ensure that persons employed by him on our premises comply with the general safety regulations communicated to him and, if available, the safety data sheets relating to the respective premises relevant to his services, and that all relevant occupational safety and environmental protection requirements are complied with. Hazardous substances may only be used within our company after prior consultation with us, if we have requested this and if they are properly labelled.

## **8. Statutory minimum wage (MiLoG), Posted Workers Act (AEntG), prohibition of illegal employment**

(1) The Contractor is obliged to ensure that the employees employed by him or his subcontractors to perform contracts for us

receive the statutory minimum wage or, if the services to be performed fall within the scope of a European Posting Directive and/or the AEntG, in particular in the case of postings from abroad or to abroad, the respective prescribed working conditions, depending on the duration of their assignment. The Contractor shall also comply with other collective agreement and statutory obligations to pay contributions to social security institutions, employers' liability insurance associations and other institutions, and shall obtain evidence from subcontractors that they comply with the current requirements.

(2) If justified claims are asserted against us due to non-compliance with the Contractor's obligations under paragraph 1 above, the Contractor shall indemnify us against these claims upon first request or compensate us for the resulting damage or costs eligible for compensation.

(3) The Contractor shall refrain from illegal employment or the commissioning of illegal employment of any kind. This also applies to its subcontractors, who shall be obliged to comply accordingly.

## **9. Notice of defects, rights in the event of defects, limitation period**

(1) Insofar as statutory inspection and notification obligations apply (e.g. Section 377 of the German Commercial Code (HGB)), our obligation is limited to checking the goods for quantity and identity as well as externally visible transport or packaging damage. We shall notify the Contractor of obvious defects within 7 days of delivery and of hidden defects immediately after their discovery.

(2) In cases of doubt regarding quantities, weights and dimensions, the values determined at the place of receipt shall be decisive.

(3) In the event of defects and in the event of a warranty claim, we shall be entitled to the statutory rights in respect of defects. If

acceptance has been contractually agreed or is provided for by law, we may refuse acceptance and withhold a linked instalment payment if the service has not been performed in full or if there is a significant defect. This shall also apply if an acceptance date has been agreed or if the Contractor has set us a deadline for acceptance.

(4) Insofar as warranty claims within the meaning of Section 443 of the German Civil Code (BGB) exceed the statutory rights in the event of defects, they remain unaffected by this.

(5) Claims for defects subject to the statute of limitations shall be subject to a period of 24 months, which shall commence upon delivery and/or performance or acceptance, if such is provided for by law or agreed. Longer statutory limitation periods for the limitation of claims for defects and the duration and course of the statutory regular limitation period in accordance with Sections 195 et seq. BGB remain unaffected by this.

(6) If a defect becomes apparent within the limitation period, we shall be entitled, at our discretion, to demand subsequent performance by repair, subsequent delivery or new production within a reasonable period of time. The place of subsequent performance shall be the place of receipt, the place of acceptance or, if this was known to the Contractor, another final place of delivery. The Contractor shall bear all expenses incurred in connection with the detection and rectification of defects, even if they are incurred on site at our premises, in particular inspection costs, removal and reinstallation costs, costs of taking back defective parts, labour and material costs incurred, as well as transport and other subsequent performance costs incurred in replacing defective parts.

(7) If we have installed or attached a part that proves to be defective in another item in accordance with its type and intended use, the Contractor shall reimburse us for the necessary

expenses incurred by us in the context of subsequent performance if the defective part is removed and replaced with a repaired part or a newly delivered defect-free part or reattached to the item.

(8) In urgent cases, if the Contractor could not be reached and there is a risk of disproportionately high damage, we shall be entitled to remedy the defect at the Contractor's expense and risk or to have it remedied by third parties. We shall inform the Contractor of such measures without delay.

(9) If the subsequent performance has not been carried out within a reasonable grace period, has failed or if the setting of a deadline was unnecessary, we may withdraw from the contract in accordance with the statutory provisions and demand compensation or damages in lieu of performance, reimbursement of futile expenses or a reduction in price.

#### **10. Use of subcontractors, assignment, Set-off, Retention**

(1) The use of third parties for the fulfilment of the contract or their replacement requires our prior written consent. If the Contractor plans to use such parties, it must inform us of this when submitting its offer.

(2) The Contractor may only assign rights and obligations arising from the contract concluded with us to third parties with our prior written consent.

(3) The Contractor shall only be entitled to offset undisputed or legally established claims. The Contractor shall only be entitled to a right of retention if the claim for which the right of retention is asserted arises from the same contractual relationship.

#### **11. Transfer of ownership, granting of rights of use, infringement of third-party property rights**

(1) Ownership of deliveries shall pass to us in accordance with the statutory provisions. We object to the Contractor's retention of title provisions insofar as they go beyond simple retention of title. They require prior written agreement in individual cases. Should subcontractors nevertheless assert ownership rights, co-ownership rights or liens against us or have enforcement measures carried out, we shall hold the Contractor liable for all damages incurred by us as a result.

(2) The Contractor shall ensure that we receive the rights of use required for the contractual purposes without restriction and that we do not infringe any copyrights, patents or other property rights of third parties when using or selling its deliveries and/or services.

(3) The Contractor shall indemnify us upon first request against all claims that are legitimately made against us due to the infringement of an industrial property right and shall bear the costs of defending the rights if these claims are based on a culpable breach of duty on its part. We shall inform it immediately in the event of a claim.

#### **12. (Product) liability, insurance**

(1) The Contractor shall be liable in accordance with the statutory provisions.

(2) The Contractor shall indemnify us against all claims by injured parties arising from product liability, insofar as these are attributable to a defect in the delivery and/or service provided by the Contractor. Under the same conditions, the Contractor shall also be liable for damages incurred by us in such cases as a result of appropriate and legally necessary precautionary measures, e.g. public warnings or recalls. Our right to assert our own claims for damages against the Contractor shall remain unaffected by this.

(3) The Contractor undertakes to insure the corresponding risks at an appropriate level and to the extent customary in the market. This

generally means that the Contractor guarantees that insurance cover of at least €5.0 million for personal injury and at least €2.5 million for property damage is in place to cover any damage arising from the contract. The Contractor undertakes to maintain the insurance cover for as long as a claim by us is to be expected and shall provide us with evidence of this, without being asked, upon conclusion of the contract and subsequently at any time at our request by presenting its insurance policy or a detailed written confirmation from the insurer of the amount and scope of the insurance cover. We may make payments contingent upon proof of continued insurance coverage.

### 13. Data protection

The Contractor is obliged to comply with the applicable provisions of the EU GDPR and German data protection law, in particular when processing personal data. If it is necessary to transfer the personal data provided to it by us to third parties for the purpose of fulfilling the contract, it must oblige them to comply with data protection regulations. We are entitled to process all data provided to us by the Contractor in accordance with the applicable data protection regulations, even if this data is personal data.

### 14. Supplier Code of Conduct

(1) The Contractor must observe our Supplier Code of Conduct. It can be viewed at [Speira's Terms and Conditions and Guidelines](https://www.speira.com/de/downloads/agbs-und-richtlinien/) (<https://www.speira.com/de/downloads/agbs-und-richtlinien/>) and forms an integral part of these GTC. The Contractor is obliged to comply with the rules set out therein and shall instruct and train its employees and companies in its supply chain to do the same. When selecting and using subcontractors or (pre-)suppliers, the Contractor must ensure that they are obliged to comply with the relevant rules of conduct. If the Contractor grossly or repeatedly violates this Supplier Code of Conduct, we shall be entitled to terminate the existing contractual

relationships without notice. The assertion of further rights remains unaffected.

(2) We have the right to take appropriate measures during the term of the contract to verify the Contractor's compliance with the above obligations. This includes, in particular, requiring the Contractor to provide us with detailed information on how compliance is ensured within the supply chain and to carry out inspections of the supply chain's operating sites after giving reasonable notice. The Contractor shall provide us with reasonable support in this regard.

### 15. References/advertising

The Contractor is not entitled to use information about an intended or existing contractual cooperation with us for reference or marketing purposes without our written consent. Photography on our premises and operating sites as well as the use and/or publication of information of any kind about our company is also prohibited without our written consent, unless such information is already publicly available.

### 16. Compliance with trade control regulations and sanctions

(1) In accordance with the obligations set out in the underlying supply agreement ("**Agreement**"), the applicable Incoterms or the applicable laws, the party concerned must comply with the following at its own risk and expense

- (a) all export and trade control laws, regulations and orders applicable to the export, re-export, transfer, import, sale or use of the goods; and
- (b) all terms and conditions of export/import licences or other authorisations applicable to the sale, transfer and purchase of the Goods.

(2) Each party to the contract warrants that:

- (a) neither the company nor any of its subsidiaries (collectively, the "**Company**") or directors, officers or senior executives, or, to the

best of the Company's knowledge, any person acting on behalf of the Company in connection with the subject matter of the contract, is a natural or legal person ("**Person**") that is 50% or more owned or controlled by a person (or persons) who (i) subject to economic or financial sanctions or trade embargoes administered or enforced by the United Nations Security Council, the United Kingdom, the United States of America, the European Union, Switzerland or any other sanctions authority having jurisdiction over the parties, the goods, the port of loading/unloading and the vessel concerned (collectively, "**Sanctions**"); or (ii) is resident, organised or domiciled in a country or territory that is subject to comprehensive (i.e. nationwide or territory-wide) sanctions (a "**Sanctioned Country**") (collectively, a "**Sanctioned Person**");

(b) no Sanctioned Person has any economic or other proprietary interest in the Agreement or participates in the Agreement or derives any other financial or economic benefit therefrom; and

(c) it will not resell, use or make available the Goods, or use or make available any funds provided by the other Party under the Agreement, (i) in a manner that would result in a violation of applicable sanctions; or (ii) for activities or transactions that could result in a Party being classified as a Sanctioned Person.

(3) If, during the term of the agreement, an event occurs that would result in a breach of the above clause by either party, the defaulting party shall immediately notify the other party, which shall be entitled, at its sole discretion, to terminate the agreement with immediate effect, excluding any claims for damages/compensation by the defaulting party.

#### **17. International supply chain security and AEO status**

The Contractor undertakes that

- (1) goods produced, stored, transported, delivered to us or taken over by us are produced, stored, processed or loaded at secure operating sites and
  - a. produced, stored, processed or handled and loaded at secure transshipment points,
  - b. protected against unauthorised access during production, storage, processing, loading and transport;
- (2) the personnel employed for the production, storage, processing, loading, transport and acceptance of such goods are reliable within the meaning of the Authorised Economic Operator (AEO) security declaration;
- (3) business partners acting on behalf of the contractor are informed that they must also take measures to secure the above-mentioned supply chain;
- (4) if AEO status (Authorised Economic Operator) is available, the corresponding certificate is sent to us on request;
- (5) if AEO status is not available, a security declaration from the supplier is sent to us upon request.

#### **18. Place of performance, applicable law, place of jurisdiction**

- (1) The place of performance for all obligations of the Contractor is the place of receipt or the place of acceptance, if such a place has been agreed or is provided for by law.
- (2) German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is excluded.
- (3) The exclusive place of jurisdiction, including for international disputes, is Grevenbroich, Germany. However, in the event of a legal dispute, we shall also be entitled to bring proceedings before any other court with





jurisdiction in accordance with the statutory provisions.