

GENERAL TERMS AND CONDITIONS OF PURCHASE OF H&G ENTSORGUNGSSYSTEME GMBH AS PER OCTOBER 2022

§ 1 Scope of Application

These Terms and Conditions of Purchase shall apply exclusively and only to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) as well as to legal entities under public law and special funds under public law; we shall not recognize any general terms and conditions of business of Supplier that conflict with, supplement or deviate from these Terms and Conditions of Purchase unless we have expressly agreed to their application in writing. Our Terms and Conditions of Purchase shall also apply if we accept deliveries and services of Supplier (hereinafter: subject matter of the contract) or pay for them in the knowledge of terms and conditions of Supplier that conflict with or deviate from our Terms and Conditions of Purchase. Our Terms and Conditions of Purchase shall also apply to all future deliveries and services of Supplier.

§ 2 Conclusion of Contract

(1) Agreements, orders and delivery schedules as well as their amendments and supplements shall be made in text form or by remote data transmission. An order shall be deemed accepted if Supplier does not object within 5 working days from the order date.

(2) Orders placed orally or by telephone require our subsequent confirmation in text form. The same shall apply to verbal subsidiary agreements and amendments to the contract.

(3) We may request changes to the delivery item or the agreed service even after conclusion of the contract, provided this is reasonable for Supplier. In the event of such changes, the effects for both parties, in particular with regard to additional and/or reduced costs as well as delivery dates, shall be reasonably adjusted.

(4) In any communication, our correct order number must be clearly stated.

§ 3 Prices

(1) Prices indicated are to be understood as fixed prices on the basis of a DDP delivery address (INCOTERMS 2020) including packing, but excluding VAT.

(2) If no prices are stated in the order, Supplier's list prices valid at the time of order placement shall apply.

(3) Requests for quotations from the supplier are non-binding for us. The preparation of quotations shall be free of charge on the part of Supplier, in particular without charging for visits or the preparation of offers and projects. The quotation shall be binding for Supplier for a period of 4 weeks after its receipt by us.

§ 4 Subcontractors

Supplier is not entitled to use subcontractors for the performance of Supplier's services without our prior written consent. However, such consent may not be unreasonably withheld.

§ 5 Payment, Right of Set-Off and Retention

(1) Unless otherwise agreed, payments shall be made within 30 days net without deductions, within 14 days less 3% discount.

(2) Payment periods shall commence upon receipt of a complete, proper and auditable invoice, but not prior to receipt of the complete delivery or acceptance of the service (if agreed).

(3) Invoices shall be submitted to us separately in a single copy with all associated documents and data after delivery / performance has taken place, in a form that complies with the legal and accounting requirements. All invoices must contain the order numbers specified by us. Value added tax must be shown separately on all invoices. Only properly submitted invoices (i.e. error-free, complete, proper and auditable) shall be deemed received by us.

(4) In the event of agreed advance payment, Supplier shall, at our request, provide adequate security in advance by means of an unlimited, directly enforceable guarantee from a major German bank, waiving the defense of action in advance and payable on first demand.

(5) We shall be entitled to rights of set-off and retention to the extent provided by law. Any assignment of purchase price claims by Supplier shall require our prior written consent. This shall not apply to assignments to a credit institution as security for business loans or to the agreement of an extended reservation of title. In all other respects, Supplier may only set off counterclaims that are undisputed or have been established by a court of law. Supplier shall only be entitled to rights of retention insofar as they are based on the same legal transaction.

§ 6 Place of Performance, Deliveries, Packaging, Delivery Notes

(1) Unless otherwise agreed in the individual case, delivery DDP delivery address (INCOTERMS 2020) is agreed. Supplier shall therefore bear the material risk until acceptance of the goods by us or our agent at the place to which the goods are to be delivered in accordance with the order.

(2) Delivery shall be made free of charge and at the risk of Supplier. If ex works prices have been agreed and unless we have expressly stipulated a specific means of transport, shipment shall be effected at the lowest cost in each case. Additional costs for an accelerated transport, which may be necessary to maintain the delivery date, shall be borne by Supplier.

(3) Partial deliveries are not permitted unless we have expressly agreed to them. In the event of consent, the remaining residual quantity shall be listed.

(4) Unless proven otherwise, the values determined by us during the incoming goods inspection (§ 10) shall be decisive for quantities, weights and dimensions.

(5) Supplier shall undertake to use environmentally friendly packaging that permits reuse or cost-effective disposal. The packaging shall ensure protection against damage, soiling, moisture and, if necessary, against electrostatic discharge during transport and storage, so that assembly can be carried out by us or a company commissioned by us without additional expense. All important information regarding the contents, storage and transport must be visibly marked on the packaging. Returnable packaging will be sent back to Supplier's address carriage forward.

(6) The delivery must be accompanied by a single copy of the corresponding delivery note with the specified order data.

(7) Unless the agreed price is „including packaging“, packaging shall be charged at cost price. Any damage caused by improper packaging shall be borne by Supplier.

§ 7 Delivery Dates

(1) Agreed delivery dates are binding. If a calendar week is agreed as the delivery date, the Friday of the respective week is the last delivery date.

(2) If agreed deadlines are not met, the statutory provisions shall apply. If Supplier becomes aware that the delivery is not or will not be possible in accordance with the contract in terms of production, the supply of pre-materials, keeping the delivery date or similar circumstances, Supplier shall notify us immediately.

(3) Decisive for compliance with the delivery date or the delivery period shall be the handover of the goods at the place of receipt or use specified by us or – insofar as this has been agreed – the declaration of acceptance.

(4) Supplier may only invoke the absence of necessary information or documents to be provided by us if Supplier has not received such information or documents within a reasonable time frame despite a reminder in text form.

(5) In the event of a delay in delivery, we shall be entitled to charge a contractual penalty of 0.2% of the net value of the delayed goods per working day, but not more than 5% of the value of the goods. Further claims for damages remain unaffected by this.

(6) The unconditional acceptance of the delayed delivery or service shall not constitute a waiver of the claims to which we are entitled on account of the delayed delivery or service; this shall apply until the full payment of the remuneration owed by us.

(7) In the event of earlier delivery than agreed, we shall be entitled, at our discretion, to store the delivery at Supplier's expense and risk or to return the delivery.

§ 8 Force Majeure

(1) In the event of delays in delivery due to force majeure, the agreed delivery dates shall be extended by the duration of the hindrance. Force majeure shall be all external circumstances beyond the control of the contracting parties, including but not limited to natural disasters, strikes, warlike events, riots, official decrees, general shortage of energy and raw materials, unforeseeable blockage of transport routes. Causality and connection must be proven by Supplier on a case-by-case basis.

(2) Irrespective of the above, Supplier shall be obliged to notify us without delay of any delivery difficulties or delays of which Supplier becomes aware so that suitable measures can be taken to avert the damage as promptly and amicably as possible.

(3) Force majeure and other events beyond our control shall entitle us – without prejudice to our other rights – to withdraw from the contract in whole or in part, insofar as our interest in the performance is lost as a result.

§ 9 Confidentiality / Data Protection

(1) All business or technical information made available to Supplier by us (including documents, samples, business intentions, personal data, problems, data and/or solutions to problems and other know-how as well as information obtained visually by inspecting systems/equipment) shall be treated confidentially for the duration and after termination of the contractual relationship, and in particular shall not be passed on to third parties or exploited without authorization for our own business purposes. This applies accordingly to the conclusion and content of this contract. All information remains our exclusive property; we reserve all rights to it.

(2) Supplier shall not be entitled to use for own purposes or to offer or deliver to third parties or have offered or delivered products by third parties which have been manufactured according to documents designed by us, such as drawings, models or the like.

(3) Supplier shall also impose these obligations on its employees and other third parties who may come into contact with the information and shall prove this to us on request.

(4) This confidentiality obligation shall not apply to information that was already known to the supplier, was lawfully acquired from third parties, is generally known or state of the art or was released by us.

(5) The confidentiality obligation for information ends 5 years after termination of the contractual relationship.

(6) After termination of this contractual relationship, Supplier shall return all documents and information without being requested to do so or destroy them at our request and provide us with proof thereof.

(7) The parties shall comply with the rules of data protection, especially if they are granted access to the other party's operations or hardware and software. They shall ensure that their vicarious agents also comply with these provisions, they shall, in particular, oblige them to maintain data secrecy before commencing their activities. The parties shall not process or use personal data on behalf of the other party. Rather, a transfer of personal data shall only occur in exceptional cases as a secondary consequence of the contractual services of the parties. The personal data shall be treated by the parties in accordance with the provisions of data protection law.

§ 10 Quality Assurance and Incoming Goods Inspection

(1) Supplier shall be obliged to maintain a quality management system which is according to the latest state of the art. Supplier shall carry out inspections during production in accordance with its QMS. Supplier shall carry out a final inspection of the products to ensure that only defect-free goods are delivered.

(2) Acceptance of the delivery shall be subject to an inspection for absence of defects, insofar as and as soon as this is feasible in the ordinary course of business. This shall only include identity, completeness, and externally visible defects of the goods. In addition, the incoming goods inspection shall be replaced by the quality assurance at Supplier's premises in accordance with paragraph 1; in this respect, Supplier waives the objection of late notification of defects in accordance with § 377 HGB (German Commercial Code).

§ 11 Warranty

(1) Supplier warrants the conformity of the products delivered and services rendered with all regulations and standards applicable in Germany and abroad. The statutory provisions on material defects and defects of title shall apply without restriction, unless otherwise stipulated below.

(2) In urgent cases, in particular to avert acute dangers or avoid major damage, we shall be entitled to carry out the supplementary performance ourselves or have it carried out by a third party at Supplier's expense, provided that a request to Supplier for supplementary performance is unreasonable due to the urgency. We undertake to inform Supplier immediately of such warranty cases and of the nature and scope of the urgent measures taken.

(3) Defects in quality and title shall become statute-barred after 36 months. The statutory limitation period for claims in rem for the surrender of goods by third parties (§ 438 para. 1 no. 1 BGB) shall remain unaffected. The limitation period shall begin with the delivery of the item. For subsequent performance within the limitation period, the limitation period shall recommence at the time when the supplier has fully satisfied our claims for

subsequent performance. In the case of defects of title, the supplier shall also indemnify us against any existing claims of third parties. With regard to defects of title, a limitation period of 10 years shall apply.

(4) Supplier shall bear any and all costs incurred by us as a result of the defective delivery of the subject matter of the contract, in particular transport, travel, labor, material and inspection costs exceeding the customary scope.

(5) In the event of recourse, we shall be entitled to demand compensation from Supplier for the expenses incurred due to the defective performance, which we had to bear in relation to our customers.

(6) Supplier shall be obliged to use environmentally friendly products and processes for deliveries/services and also for supplies or ancillary services of third parties within the scope of economic and legal possibilities. Supplier shall be liable for the environmental compatibility of the products and packaging materials supplied and for all consequential damage resulting from the violation of your statutory disposal obligations. Supplier shall also be obliged to issue a certificate of quality for the delivered goods at our request.

(7) Notwithstanding Section 442 (1) sentence 2 of the German Civil Code (BGB), we shall also be entitled to unlimited claims for defects if we were unaware of the defect at the time of conclusion of the contract due to gross negligence. If a material defect becomes apparent within 6 months of the transfer of risk, it shall be presumed that the defect was already present at the time of the transfer of risk, unless this presumption is incompatible with the nature of the item or the defect.

(8) The costs incurred by Supplier for the purpose of inspection and subsequent performance (including any installation and removal costs) shall be borne by Supplier even if it turns out that there was no defect after all. Our liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected. However, we shall only be liable in this respect if we recognized or were grossly negligent in not recognizing that there was no defect.

(9) If Supplier does not fulfill his obligation to remedy the defect within a reasonable period of time set by us, or if Supplier ultimately refuses to remedy the defect before the expiration of such period of time, we shall be entitled to remedy the defect ourselves and to demand reimbursement of the necessary expenses, unless Supplier has justifiably refused to remedy the defect. We shall be entitled to demand a reasonable advance payment. If the subsequent performance by Supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set. We shall inform Supplier of such circumstances without delay.

(10) All machines, tools, apparatus, and the like must be accident-proof in the sense of the accident prevention regulations of the responsible professional association and the VDE regulations and must comply with the police regulations issued.

§ 12 Retention of Title and other Security Rights

(1) The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. If, however, in individual cases we accept an offer of transfer of title by Supplier due to the payment of the purchase price, Supplier's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. We shall remain authorized to resell the goods in the ordinary course of business even prior to payment of the purchase price with advance assignment of the claim arising therefrom (alternatively, the simple reservation of title extended to

the resale shall apply). This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

(2) Any processing, mixing or combination (further processing) of provided items by the supplier shall be carried out on our behalf. The same shall apply in the event of further processing of the delivered goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

§ 13 Product Liability

(1) In the event that claims are asserted against us on the basis of product liability, Supplier shall be obliged to indemnify us against such claims upon first request, if and to the extent that the damage was caused by a defect in the contractual object delivered by Supplier and - in cases of fault-based liability - if Supplier is at fault. If the cause of the damage lies within Supplier's responsibility, Supplier shall bear the burden of proof in this respect.

(2) In such cases, Supplier shall bear all costs and expenses, including the costs of any legal action or recall action. In all other respects, the statutory provisions shall apply.

(3) Supplier shall take out sufficient liability insurance to cover the product liability risks arising from the products.

§ 14 Tools / Provision

(1) We shall be exclusively entitled to all rights to molds, tools, reproductions, plans, samples, drawings and the like (hereinafter referred to as „Provisions“) which have been manufactured and paid for at our expense or which are handed over to Supplier by us. Ownership rights shall pass to us at the latest at the time of payment. Provisions shall be stored, maintained, and serviced by Supplier free of charge and shall be protected and insured against unauthorized access, damage and destruction with the care exercised in Supplier's own affairs. Supplier shall not be entitled to any rights of retention in this respect.

(2) Supplier shall check information provided by us for completeness and correctness and notify us immediately of any errors. In the event of incorrect documents (e.g. drawings), a correction on the part of the supplier subject to a charge shall require our prior written consent.

(3) Tools manufactured based on our documents may be produced exclusively for us, used for our orders and/or delivered to us, unless we expressly agree in writing to the use for third parties and/or the delivery to third parties.

§ 15 Export Control

(1) Supplier shall be obliged to inform us in Supplier's business documents about any export permit requirements or restrictions for (re-)exports of its goods in accordance with German, European, US export and customs regulations as well as the export and customs regulations of the country of origin of Supplier's goods and to send us the following information for goods subject to export permit in due time prior to the first delivery:

- Description of goods,
- All applicable export list numbers including but not limited to Export Control Classification Number acc. to U.S. Commerce Control List (ECCN),
- Commercial origin of goods,
- HS Code
- A contact person in Supplier's company for clarification of possible questions.

(2) Supplier shall be obliged to inform us without delay of any changes in the approval or permit obligations of the goods delivered to us due to technical or legal changes or official findings.

§ 16 Compliance

(1) Within the business relationship with us, Supplier undertakes not to offer or grant or demand or accept any advantages in business dealings or in dealings with public officials which violate applicable anti-corruption regulations.

(2) Supplier undertakes not to enter into any agreements or concerted practices with other companies within the business relationship with us which have the purpose or effect of preventing, restricting or distorting competition in accordance with the applicable antitrust legislation.

(3) Supplier assures to comply with the respective applicable laws regulating the general minimum wage and to oblige subcontractors commissioned by him to the same extent. Upon request, Supplier shall provide evidence of compliance with the above assurance. In the event of a breach of the above assurance, Supplier shall indemnify us against claims by third parties and shall be obliged to reimburse us for any fines imposed on us in this connection.

(4) Supplier shall comply with the respective statutory regulations on the handling of employees, environmental protection and occupational safety and shall work to reduce adverse effects on people and the environment in Supplier's activities. Supplier shall comply with the regulations on the handling of conflict minerals and undertakes to comply with the Dodd-Frank Act.

(5) In the event of a suspected violation of the obligations under paragraphs 1 to 4, Supplier shall immediately clarify possible violations and inform us about the clarification measures taken. If the suspicion proves to be justified, Supplier must inform us within a reasonable period of time of the internal measures Supplier has taken to prevent future violations. If Supplier does not comply with these obligations within a reasonable period of time, we reserve the right to withdraw from contracts with him or to terminate them with immediate effect.

(6) In the event of serious violations of the law by Supplier and violations of the provisions in paragraphs 1 to 4, we reserve the right to withdraw from existing contracts or to terminate them without notice.

§ 17 Industrial Property Rights of Third Parties

(1) Supplier warrants that his deliveries and services are free from third party property rights (in particular patents, utility models, copyrights, etc.).

(2) In the event of an infringement of property rights despite contractual use by us or our customers, Supplier shall be obliged to immediately procure the necessary rights from the property right holder at Supplier's own expense.

(3) Supplier shall indemnify us and our customers against any and all claims of third parties due to alleged infringements of property rights upon first request. Supplier shall also reimburse us or our customers for all expenses incurred by us or our customers in connection with claims by third parties.

§ 18 Place of Delivery, Place of Jurisdiction and Applicable Law

(1) Unless otherwise agreed, the place of performance for the supplier's delivery obligation shall be Burbach or the place of use specified by us; for all other obligations of both parties, the place of our head office.

(2) If Supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the

place of jurisdiction for all disputes arising from or in connection with these Terms and Conditions shall be Siegen. This shall also apply if Supplier is an entrepreneur within the meaning of § 14 BGB (German Civil Code). However, we shall be entitled to bring an action at the place of performance or at the supplier's registered office.

(3) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).