

General Terms and Conditions of Purchase

Stoba

I. General

- (1) Stoba's Terms and Conditions of Purchase apply exclusively to the legal relationship with the supplier, unless Stoba acknowledges the supplier's deviations or conditions in writing.
- (2) The Terms and Conditions of Purchase presented here shall also apply if Stoba accepts the supplier's delivery without reservation in the knowledge of conflicting conditions or supplier conditions that deviate from those of Stoba.
- (3) The Terms and Conditions of Purchase also apply to all future transactions between Stoba and the supplier without the need to refer to these conditions again.
- (4) The following Terms and Conditions of Purchase only apply to companies within the meaning of Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB), legal entities under public law or special funds under public law.

II. Orders, order acceptance, remuneration

- (1) Offers from the supplier are to be submitted in writing and are free and non-binding for Stoba. The supplier shall expressly inform Stoba of any deviations from Stoba's request. Offers to Stoba must contain all information that is relevant and necessary for a technical and price assessment.
- (2) Delivery contracts (order and acceptance) and delivery schedules, as well as any changes or additions to them, must be made in writing; telephone or verbal agreements require written confirmation from Stoba.
- (3) If the order or the delivery schedule is not confirmed in writing by the supplier within 5 working days of receipt, Stoba is entitled to revoke the order without the supplier being able to derive any claims.
- (4) The price shown in the order is binding. Unless otherwise agreed, the price includes free delivery, packaging, insurance, any sales tax at the statutory rate and all possible duties and taxes. The agreed prices are fixed prices.
- (5) Unless otherwise agreed, payment is made within 14 days of delivery and receipt of a proper invoice, with a 3% discount or within 30 days of receipt of the net invoice. The choice of the means of payment is left to Stoba.
- (6) Invoices are to be submitted stating the order number, item number and position number.
- (7) Payments from Stoba do not signify that the delivery or service is recognised as being in accordance with the contract.
- (8) The supplier guarantees that all applicable customs regulations have been observed and properly fulfilled. In particular, the supplier guarantees that all preference certificates and certificates of origin as well as supplier declarations have been properly issued. The supplier releases Stoba from any recourse claims due to any breach of the above obligations.
- (9) The supplier is only entitled to assign claims against Stoba to third parties or to have them collected by third parties if the supplier has received express written approval from Stoba. The provisions of Article 354 a of the German Commercial Code (*Handelsgesetzbuch*, HGB) remain unaffected.
- (10) The admission of a default in payment without a reminder is excluded.

III. Specification of services, execution, changes

- (1) The specification of services arises from the individual order in each case. Documents, reports, ideas, drafts, models, samples and all other results resulting from the service provision are part of the contract performance. The performance results are described in more detail by means of a specification sheet, performance description, schedule and other appendices. Appendices named in the order are part of the same.
- (2) The supplier shall ensure its own timely awareness of all data and circumstances that are important for the fulfilment of its contractual obligations, and of the use Stoba intends to make of its deliveries. The supplier guarantees that its deliveries include all services that are necessary for proper, safe and economical use, that they are suitable for the intended use and that they meet current standards of science and technology. When providing services, the supplier shall observe all relevant standards, laws and legal provisions, in particular the relevant regulation on environmental protection, hazardous substances, hazardous goods and accident prevention, as well as generally recognised rules on occupational health and safety and any Stoba company standards known to it. The supplier must inform Stoba about the official permits and reporting obligations necessary to import and operate the delivery items.
- (3) A delivery slip is to be sent with each delivery. This delivery slip must contain the information customary in the trade, in particular the order number, a precise description of the goods, delivery quantity, dimensions, weight and packaging. In the case of deliveries by rail or freight forwarders, the above data must also be stated on the waybills and/or other shipping documents. If the supplier fails to provide this information in whole or in part, any resulting additional costs/losses, in particular those caused by delays, shall be borne by the supplier.
- (4) Insofar as the supplier is obliged to take back packaging in accordance with the provisions of the German Packaging Ordinance (*Verpackungsverordnung*), the packaging must be collected from Stoba at the supplier's own expense. If the supplier wishes Stoba to send any returnable packaging, the shipping costs incurred shall be borne by the supplier.
- (5) Transport to the destination takes place at the supplier's risk.
- (6) In terms of construction and design Stoba can, within reason, demand changes to the delivery item from the supplier. The supplier must implement the changes within a reasonable period. Appropriate arrangements about the effects of any changes, in particular with regard to additional or reduced costs and delivery dates are to be made by mutual agreement. If an agreement cannot be reached within a reasonable time, Stoba will decide at its own discretion.
- (7) The supplier ensures that it can supply Stoba with the delivery items or parts thereof as spare parts under reasonable conditions for a period of 15 years after the end of the supply relationship.
- (8) Unless expressly agreed otherwise, partial deliveries are not permitted. In such cases, Stoba is entitled to cancel the remaining quantity.
- (9) If the supplier stops delivering the spare parts after the deadline specified in Section 4 has expired or stops delivering an item during this period, Stoba must be given the opportunity to place a final order.

IV. Performance deadlines

- (1) The dates and deadlines specified in the order are binding. The delivery period begins on the order date. Advance deliveries are only permitted with the written consent of Stoba. Decisive for compliance with the delivery date or deadline is Stoba's receipt of the goods or timely, successful acceptance. If free delivery or free delivery to point of use has not been agreed, the supplier must provide the service taking into account the usual period required for transport or dispatch.
- (2) If the supplier realises that the agreed deadline(s) cannot be met, it must inform Stoba immediately in writing, stating the reasons and the duration of the delay. Stoba's legal rights are not affected by this.
- (3) Circumstances of force majeure only relieve the supplier if it notifies Stoba in writing immediately after becoming aware of them, stating the exact circumstances and the length of time by which the deadline is likely to be exceeded, and if there is no reasonable possibility of the supplier procuring a replacement.
- (4) If the supplier does not meet the delivery date due to a circumstance for which it is responsible, Stoba is entitled, at its own discretion, irrespective of further legal regulations, to withdraw from the contract after a reasonable grace period has elapsed, to obtain replacement from a third party and/or to demand compensation due to non-performance. If the supplier does not meet the agreed delivery date, Stoba is also entitled to demand 0.5% of the order value as a contractual penalty for each commenced calendar week of the delay in delivery, up to a total of no more than 5% of the order value. The right to assert further claims remains unaffected. The contractual penalty is to be offset against any damage caused by default that has actually occurred or is claimed. The right to demand and the payment of the agreed contractual penalty is not forfeited if the contractual penalty is not expressly reserved when the late delivery is accepted.

V. Provisions

- (1) Free-issue parts remain the property of Stoba and are to be stored, labelled and managed separately by the supplier free of charge. Their use is only permitted for each individual order. In the event of a decrease in value or loss, the supplier must provide a replacement. The supplier is obliged to insure free-issue parts belonging to Stoba against fire, water and theft at their replacement value at the supplier's own expense. This Section V also applies to the calculated transfer of materials related to the order. At Stoba's request, the supplier shall hand over all confidential documents and items to Stoba. Any right of retention is excluded.
- (2) The processing or modification of free-issue parts shall be carried out by the supplier on behalf of Stoba. If the free-issue parts are processed, mixed inseparably or modified with items not belonging to Stoba, Stoba shall acquire joint ownership of the new items in the ratio of the value of the free-issue part (purchase price plus VAT) to the value of the other items at the time of processing, mixing or modification. The supplier shall keep the new or mixed or modified item for Stoba with the diligence of a prudent businessman.

- (3) The ownership of models, tools, moulds, etc. (hereinafter tools) necessary for the provision of the contractual service is transferred to Stoba when the service arises. Tools are therefore to be regarded as free-issue parts belonging to Stoba. Stoba has the right, at its own discretion, to request delivery of the tools or to have the tools scrapped by the supplier, free of charge for Stoba. The scrapping of tools requires Stoba's written consent.
- (4) Free-issue parts and tools may only be used for the production of the goods ordered by Stoba and may not be passed on to third parties, used, sold, pledged or made accessible or used in a similar manner without Stoba's written consent.

VI. Subcontracting

- (1) The subcontracting of orders to third parties is only permitted with Stoba's written consent.

VII. Confidentiality

- (1) The supplier undertakes to treat all non-public, commercial or technical details that become known to it through the business relationship as business secrets and to secure them against unauthorised inspection, use or loss. Drawings, templates, samples, models or similar items provided by Stoba or at Stoba's expense remain the property of Stoba and may not be disclosed or transferred to third parties without Stoba's written consent. The reproduction of such items is only permitted within the framework of operational requirements and copyright provisions. Once work is complete, in compliance with the duty of confidentiality all documents and items made available to the supplier are to be voluntarily returned to Stoba or, in consultation with Stoba, to be safely destroyed. The supplier shall not retain or store any duplicates, copies, etc. unless it is obliged to archive them due to legal regulations. Subject to further rights, Stoba can demand the surrender of such documents and items as soon as the supplier violates its obligations.
- (2) The supplier shall ensure that all persons who are entrusted with the performance of the contract within the scope of the delivery business relationship shop observe the statutory provisions on data protection.
- (3) The duty of confidentiality also extends to all employees and subcontractors of the supplier. The supplier undertakes to impose the corresponding duty of confidentiality on this group of people, insofar as this has not already been done. The supplier shall also take all reasonable precautions to prevent third parties from gaining access to the work results or any information obtained from Stoba.

- (4) Unless otherwise agreed in the order, the duty of confidentiality continues for 5 years after delivery and service. If the confidential information is a trade or company secret belonging to Stoba, the duty of confidentiality shall apply indefinitely.
- (5) When submitting references or making other publications, the supplier may only name the company or trademark of Stoba if this has been expressly agreed in writing.

VIII. Liability for material defects

- (1) If the limitation period for claims for material defects is not agreed separately, the supplier guarantees that, subject to longer statutory warranty periods, its order performance shall remain defect-free for a period of 24 months from acceptance of the overall service by Stoba or the end customer, but in any case not longer than 36 months from the handover of the entire service to Stoba. The limitation period for claims for material defect applies regardless of the operational duration of use.
- (2) Defects are to be reported by Stoba as soon as they are discovered in the normal course of business. In this respect, the supplier waives the objection to late notification of defects. The notification of defects interrupts the period of limitation for claims for material defects with regard to the defective delivery part until the defect has been completely remedied.
- (3) The supplier is also liable within the scope of its liability for defects if the supplier is not itself the manufacturer of the delivery item or parts thereof.
- (4) Stoba can, at its own discretion, choose to assert its statutory warranty claims, or to demand a replacement delivery or repair. In the case of replacement delivery or repair, the supplier is obliged to remedy the defects immediately, free at destination and at the supplier's own expense, or to provide the service again. The supplier must bear all costs incurred in connection with the repair or replacement, including necessary travel expenses.
- (5) In urgent cases, e.g. in the event of imminent danger or in cases in which Stoba's performance obligation requires immediate repair, Stoba can carry out the repair itself or by employing a third party, without setting a deadline, at the supplier's expense. The same applies if the supplier delivers after the default has occurred.
- (6) The limitation period begins anew for replaced parts.
- (7) If more than 10% of the goods in a delivery are defective, Stoba is entitled to reject the entire delivery at the supplier's expense without checking the remaining goods.
- (8) Acceptance and payment by Stoba do not mean that Stoba recognises the goods as free of defects.
- (9) Otherwise, the statutory provision apply.

IX. Property rights and liability for legal defects

- (1) The supplier guarantees that the items or services supplied by it do not violate domestic or foreign industrial property rights and that they are free from other third-party rights. The supplier guarantees the unrestricted copyright permission for their use and trade in Germany and abroad.
- (2) The supplier undertakes to indemnify Stoba and/or its customers in the event of a claim by third parties due to infringement of domestic and foreign industrial property rights and other rights of third parties, and to bear all costs that Stoba or its customers incur in this context. In addition, the supplier must compensate for all damage that Stoba and/or its customers have incurred because they believed that they could freely use the supplied items or services. The supplier shall only reimburse the damage suffered by a customer of Stoba if the customer makes a claim against Stoba in this respect.
- (3) The supplier is not liable insofar as it manufactured or provided the supplied items or services exclusively according to drawings and models from Stoba and the supplier did not know and could not have known that the manufacture of the items or the provision of the service constitutes a violation of the law in the aforementioned sense.
- (4) Upon request, the supplier shall name all registrations of industrial property rights that it uses in connection with the items or services supplied. If the supplier detects the violation of industrial property rights or industrial property rights registrations, it must inform Stoba of this immediately and without being requested to do so.
- (5) Subject to longer statutory limitation periods, the limitation period for legal defects is 24 months from the transfer of risk.

X Product liability, indemnification, liability insurance

- (1) Insofar as the supplier is responsible for product damage, it is obliged to indemnify Stoba from claims for damages from third parties upon first request, as the cause is within its sphere of control and organisation and the supplier is itself liable in external relationships. Insofar as recall measures are required because of such product damage, the supplier is obliged to reimburse the necessary expenses. The supplier undertakes to maintain product liability insurance with coverage of EUR 10 million per personal injury/property damage flat rate. Other claims by Stoba remain unaffected.

XI. Occupational safety, environmental protection and energy efficiency

- (1) In the manufacture and handling of the commissioned products and services the supplier guarantees compliance with all relevant statutory regulations on occupational safety and environmental protection.
 - (2) Health-promoting workplace measures are to be supported.
 - (3) Responsible use of natural resources must be guaranteed.
- All energy-saving options in accordance with current technology are to be shown and offered for all areas, products and services.

- (4) Certification in accordance with ISO 45001, 50001 and 14001 is desirable.

XII. Other agreements

- (1) If the supplier suspends payments or if insolvency proceedings are requested concerning its assets or if judicial or extrajudicial settlement proceedings are applied for, Stoba is entitled to withdraw from the contract. If Stoba does not withdraw from the contract, it may withhold an amount of at least 10% of the remuneration as security for the contractual claims until the expiry of the contractual limitation period for claims for defects.
- (2) The destination specified in the order is the place of performance for all of the supplier's services.
- (3) If the supplier is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction is Stoba's company headquarters. However, Stoba is also entitled to appeal to any legally competent court.
- (4) German law applies exclusively to all legal relationships between the parties, excluding the UN Sales Convention (CISG) and international private law.

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- (5) Should a provision of these Terms and Conditions of Purchase be or become ineffective or unenforceable, or should these Terms and Conditions of Purchase contain a loophole, this shall not affect the validity of the remaining provisions. Instead of an ineffective or unenforceable provision, or to eliminate a loophole, a legally effective and feasible provision is deemed to have been agreed, which stoba would have agreed with the supplier based on the objective of the contract if stoba had recognised the ineffectiveness/unenforceability/loophole.
- (6) The supplier agrees that, insofar as this is necessary for the business transaction, its data will be saved and further processed.