

General Terms and Conditions of Purchase

stoba

I. General Information

- (1) The legal relationship with the supplier shall be governed exclusively by stoba's General Terms and Conditions of Purchase, unless stoba acknowledges in writing any deviations or terms and conditions of the supplier.
- (2) These Terms and Conditions of Purchase shall also apply if stoba accepts the supplier's delivery without reservation while being aware of terms and conditions of the supplier that conflict with or deviate from stoba's Terms and Conditions of Purchase.
- (3) These Terms and Conditions of Purchase shall also apply to all future transactions between stoba and the supplier without the need for further reference to these terms.
- (4) The following Terms and Conditions of Purchase apply only to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law.

II. Orders, Acceptance of Orders, Payment

- (1) The supplier's offers must be submitted in writing and are free of charge and non-binding for stoba. The supplier must expressly notify stoba of any deviations from its inquiry. Offers to stoba must contain all relevant information necessary for a technical and price assessment.
- (2) Supply contracts (order and acceptance) and delivery calls, as well as any amendments or additions thereto, must be in writing; telephone or verbal agreements require written confirmation from stoba.
- (3) If the order or delivery call-off is not confirmed in writing by the supplier within 5 business days of receipt, stoba is entitled to cancel the order without the supplier being entitled to any claims.
- (4) The price stated in the order is binding. Unless otherwise agreed, the price includes delivery "free on board," packaging, insurance, any applicable sales tax at the statutory rate, as well as any applicable customs duties and taxes. The agreed prices are fixed prices.
- (5) Unless otherwise agreed, payment shall be made within 14 days, calculated from delivery and receipt

of a proper invoice, with a 3% discount, or within 30 days of receipt of the invoice, net. The choice of payment method is at stoba's discretion.

- (6) Invoices must be submitted with the order number, item number, and line item number.
- (7) Payments by stoba do not constitute acceptance of the delivery or service as being in accordance with the contract.
- (8) The supplier guarantees that all applicable customs regulations have been observed and duly fulfilled by the supplier. In particular, the supplier guarantees that all preferential certificates, certificates of origin, and supplier declarations have been properly issued. The supplier indemnifies stoba against any claims for recourse arising from a breach of the foregoing obligations.
- (9) The supplier is only entitled to assign claims against stoba to third parties or to have them collected by third parties if stoba has given its express written consent. The provisions of § 354a HGB remain unaffected by this.
- (10) Default in payment without a reminder is excluded.

III. Scope of Services, Performance, Changes

- (1) The scope of services is determined by the respective individual order. Documents, reports, ideas, drafts, models, samples, and all other results arising from the performance of the services are part of the contractual performance. The results of the services may be described in more detail by means of specifications, service descriptions, schedules, and other attachments. Attachments named in the order are an integral part thereof.
- (2) The supplier shall ensure that it is made aware in a timely manner of all data and circumstances relevant to the fulfillment of its contractual obligations, as well as the intended use of its deliveries by stoba. It guarantees that its deliveries include all services necessary for proper, safe, and economical use, that they are suitable for the intended use, and that they correspond to the state of the art in science and technology. In providing its services, the Supplier shall observe all relevant standards, laws, and legal regulations, in particular the relevant environmental protection, hazardous substance, hazardous goods, and accident prevention regulations, as well as generally

accepted safety and occupational health rules and the stoba plant standards known to the Supplier. The supplier must inform stoba of the necessary official permits and reporting requirements for the import and operation of the delivered goods.

- (3) A delivery note must be enclosed with every delivery. This delivery note must contain the standard commercial information, in particular the order number, exact description of the goods, quantity delivered, dimensions, weight, and packaging. For deliveries by rail or through freight forwarders, the above information must also be indicated on the waybills and/or other accompanying shipping documents. If the supplier fails to provide this information in whole or in part, any additional costs or losses resulting therefrom, in particular those caused by delays, shall be borne by the supplier.
- (4) To the extent that the supplier is obligated to take back packaging in accordance with the provisions of the Packaging Ordinance, the supplier must collect it from us at its own expense. If the supplier wishes to have the packaging to be taken back shipped to it, the supplier shall bear the resulting shipping costs.
- (5) Transport to the destination is at the supplier's risk.
- (6) stoba may, within reasonable limits, require the supplier to make changes to the design and construction of the delivery item. The supplier must implement the changes within a reasonable period of time. Appropriate arrangements must be made by mutual agreement regarding the consequences, particularly with respect to additional and reduced costs, as well as delivery dates. If an agreement cannot be reached within a reasonable time, stoba shall decide at its reasonable discretion.
- (7) The supplier shall ensure that it can supply stoba with the delivery items or parts thereof as spare parts under reasonable terms and conditions for a period of 15 years following the termination of the supply relationship.
- (8) Partial deliveries are not permitted unless expressly agreed otherwise. In such cases, stoba is entitled to cancel the remaining quantity.
- (9) If, after the expiration of the period specified in Section 4, the supplier fails to deliver the spare parts

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 permitted only with

stoba's written consent. Compliance with the delivery date or delivery deadlines is determined by the receipt of the goods by stoba or the timely successful acceptance thereof. Unless "free on board" or "free to the place of use" has been agreed, the supplier must provide the goods, taking into account the usual time required for transport or shipment.

- (2) If the supplier realizes that the agreed-upon dates cannot be met, they must immediately notify stoba in writing, stating the reasons and the duration of the delay. This does not affect stoba's statutory rights.
- (3) Circumstances of force majeure shall only relieve the supplier of liability if the supplier notifies stoba in writing immediately upon becoming aware of them, specifying the exact circumstances and the expected duration of the delay, and if there is no reasonable possibility for the supplier to procure a substitute.
- (4) If the supplier fails to meet the delivery date due to circumstances for which he is responsible, stoba shall be entitled, without prejudice to further statutory provisions and at its own discretion, to withdraw from the contract after the expiration of a reasonable grace period, to procure a substitute from a third party, and/or to claim damages for non-performance. If the supplier fails to meet the agreed delivery date, stoba is also entitled to claim a contractual penalty of 0.5% for each calendar week or part thereof of the delivery delay, up to a maximum of 5% of the order value. The assertion of further claims remains unaffected by this. The contractual penalty shall be offset against any actual or claimed damages resulting from the delay. The right to demand payment of the agreed contractual penalty is not forfeited by the fact that the contractual penalty is not expressly reserved upon acceptance of the delayed delivery.

V. Materials Provided by the Customer

- (1) Materials provided by stoba remain the property of stoba and must be stored separately by the supplier at no charge, clearly marked as " , " and properly managed. Their use is permitted only for the specific order in question. In the event of depreciation or loss, the supplier must provide compensation. The supplier is obligated to insure the materials provided by stoba at replacement value against fire, water, and theft damage at its own expense. This Section V also applies to the provision of order-specific materials for a fee. Upon stoba's request, the supplier shall hand over all

confidential documents and items to stoba. Rights of retention are excluded.

- (2) Any processing or transformation of the materials provided by the supplier shall be carried out on behalf of stoba. If the material provided is processed, inseparably mixed, or transformed with other items not belonging to stoba, stoba shall acquire co-ownership of the new item in proportion to the value of the provided item (purchase price plus VAT) relative to the other items at the time of processing, mixing, or transformation. The supplier shall store the new, mixed, or transformed item for stoba with the care of a prudent businessman.
- (3) Ownership of models, tools, molds, etc. (hereinafter “tools”) required for the performance of the contractual obligation shall pass to stoba upon creation. Tools are therefore to be regarded as materials provided by stoba. stoba has the right, at its sole discretion, to demand the return of the tools or to have the tools scrapped by the supplier at no cost to stoba. The scrapping of tools requires the written consent of stoba.
- (4) Materials and tools provided by stoba may be used exclusively for the manufacture of the goods ordered by stoba and may not be transferred to third parties, used in connection with third-party orders, sold, pledged, or otherwise made accessible or used without stoba’s written permission.

VI. Subcontracting

- (1) Subcontracting orders to third parties is permitted only with stoba’s written approval.

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 trade secrets and to protect them against unauthorized access, use, or loss. Drawings, templates, samples, models, or similar items provided by stoba or produced at stoba’s expense remain the property of stoba and may not be made accessible to or transferred to third parties without stoba’s written approval. The reproduction of such items is permitted only within the scope of operational requirements and copyright provisions. The documents and items provided to the supplier must be returned to stoba without request upon completion of the work, in compliance with the confidentiality provisions, or securely destroyed in consultation with stoba. The

supplier shall not retain or store any duplicates, copies, etc., unless required to do so by law for archiving purposes. Subject to further rights, stoba may demand their return as soon as the supplier breaches its obligations.

- (2) The supplier shall ensure that all persons entrusted with the performance of the contract within the scope of the business relationship comply with 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 corresponding confidentiality obligations on this group of persons, insofar as this has not already been done. Furthermore, the Supplier shall take all reasonable precautions to prevent third parties from gaining access to the work results or the information obtained from stoba.
- (4) Unless otherwise agreed in the order, the duty of confidentiality shall continue for 5 years after delivery and performance. If the information subject to confidentiality is a trade or business secret of stoba, the duty of confidentiality shall apply indefinitely.
- (5) The supplier may only mention stoba’s company name or trademarks when providing references or in other publications if stoba has expressly consented in writing.

VIII. Liability for Material Defects

- (1) Unless the statute of limitations for claims for material defects is separately agreed upon, the Supplier warrants that its contractual performance, subject to longer statutory warranty periods, shall remain free of defects for a period of 24 months from acceptance of the total performance by stoba or the end customer, but in any case no longer than 36 months from the handover of the total performance to stoba. The limitation period for claims for material defects applies regardless of the duration of operational use.
- (2) Defects must be reported to stoba immediately upon their discovery in the course of normal business operations. In this regard, the supplier waives the right to object to a late notice of defects. The notice of defects interrupts the limitation period for claims for material defects regarding the defective delivery item until the defect has been fully remedied.
- (3) The supplier shall also be liable under its warranty for defects even if it is not the manufacturer of the delivered item or parts thereof.
- (4) stoba may, at its discretion, assert the statutory claims for liability for defects, demand a

replacement delivery, or request rectification. In the event of a replacement delivery or repair, the supplier is obligated to remedy the defects immediately, free of charge to the destination, at its own expense, or to provide the service anew. It shall bear all costs incurred in connection with the repair or replacement, including necessary travel and transportation costs.

- (5) In urgent cases, e.g., in cases of imminent danger or in cases where a performance obligation on the part of stoba requires immediate rectification, stoba may carry out the rectification itself or through third parties, without setting a deadline, at the supplier's expense. The same applies if the supplier has delivered after the occurrence of default.
- (6) The limitation period shall recommence 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 inspecting the remaining goods.
- (8) Acceptance and payment by stoba do not imply that stoba acknowledges the goods as free of defects.
- (9) In all other respects, statutory claims apply.

IX. Property Rights and Liability for Legal Defects

- (1) The supplier warrants that the goods or services delivered by it do not infringe any domestic or foreign intellectual property rights and are free from any other third-party rights. The supplier guarantees unrestricted copyright permission for their use and trade both domestically and abroad.
- (2) The supplier undertakes to indemnify stoba and/or its customers in the event of a claim by third parties for infringement of domestic and foreign industrial property rights and other third-party rights, and to bear all costs incurred by stoba or its customers in this connection. Furthermore, the Supplier shall compensate stoba and/or its customers for all damages arising from their reliance on the free usability of the delivered goods or services. The Supplier shall only be liable for damages incurred by a customer of stoba to the extent that the customer asserts a claim against stoba in this regard.
- (3) The Supplier shall not be liable to the extent that it manufactured the delivered items or provided the services exclusively in accordance with stoba's drawings and models and did not know or have any reason to know that the manufacture of the items or the provision of the services constituted an infringement of rights as defined above.

- (4) Upon request, the Supplier shall disclose all applications for intellectual property rights that it uses in connection with the delivered goods or services. If the Supplier discovers an infringement of intellectual property rights or applications for such rights, it must notify stoba thereof immediately and without being asked.
- (5) Subject to longer statutory limitation periods, the limitation period for defects in title is 24 months from the transfer of risk.

X. Product Liability, Indemnification, Liability Insurance Coverage

- (1) If the Supplier is responsible for product damage, it is obligated to indemnify stoba against third-party claims for damages upon first request to the extent that the cause lies within its sphere of control and organization and it is itself liable in its external relations. To the extent that recall measures are necessary due to such product damage, the Supplier is obligated to reimburse the expenses required for this. The supplier undertakes to maintain product liability insurance with a coverage limit of EUR 10 million per claim for personal injury or property damage—on a lump-sum basis. Other claims by stoba remain unaffected.

XI. Occupational Safety, Environmental Protection, and Energy Efficiency

- (1) The supplier guarantees compliance with all relevant legal regulations regarding occupational safety and environmental protection for the manufacture and handling of the contracted products and services.
- (2) Measures to promote health in the workplace must be supported.
- (3) Responsible use of natural resources must be ensured. All state-of-the-art energy-saving options must be identified and offered for all areas, products, and services.
- (4) Certification according to ISO 45001, 50001, and 14001 is to be pursued.

XII. Other Agreements

- (1) If the supplier suspends payments or if insolvency proceedings are initiated against its assets, or if a judicial or extrajudicial composition proceeding is filed, stoba shall be entitled to withdraw from the contract. Unless the contract is rescinded, stoba may retain an amount of at least 10% of the



remuneration as security for the contractual claims until the expiration of the contractual statute of limitations for claims for defects.

- (2) The destination specified in the order is the place of performance for all services provided by the supplier.
- (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 registered office. However, stoba is also entitled to bring an action before any court with statutory jurisdiction.
- (4) All legal relationships between the parties shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and international private law.
- (5) Should any provision of these Terms and Conditions of Purchase be or become invalid or unenforceable, or should these Terms and Conditions of Purchase contain a loophole, the validity of the remaining provisions shall remain unaffected. In place of an invalid or unenforceable clause, or to fill a gap, a legally valid and enforceable provision shall be deemed agreed upon that stoba would have agreed upon with the supplier based on the purpose of the contract had stoba recognized the invalidity, unenforceability, or gap.
- (6) The supplier agrees that, to the extent necessary for the conduct of business, its data may be stored and processed.

stoba Holding GmbH & Co. KG

Lange Äcker 8
71522 Backnang

As of: April 2020