

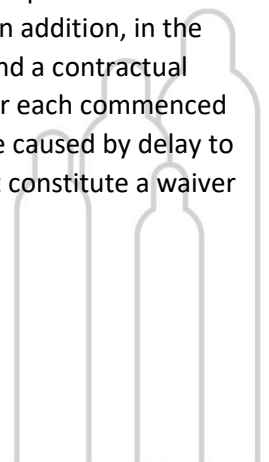
Conditions of Purchase of eurocylinder systems AG

1. general

Only the following terms and conditions of purchase shall apply to our orders and contracts. Amendments and supplements as well as the supplier's terms and conditions of sale deviating from the following terms and conditions of purchase shall only be deemed accepted if they are confirmed by us in writing as an addition to our terms and conditions of purchase. Acceptance of deliveries or services or their payment does not imply consent to the supplier's terms and conditions of sale. Our purchase orders, orders or contract conclusions shall be made in writing, whereby a digital signature (e.g. DocuSign, AdobeSign, scanned signature) shall be sufficient. Our terms and conditions of purchase shall also apply to future orders.

2. order and delivery

Delivery shall be made on the dates and conditions specified in our purchase orders and call-offs. The delivery time (delivery date or period) and delivery conditions specified by us in the order or decisive according to these terms and conditions of purchase or the respective contract are in principle binding for the supplier. We are entitled to change the time and place of delivery as well as the type of packaging at any time by giving notice in text form at least 5 calendar days before the agreed delivery date. Early deliveries are not permitted. The values determined by us during the incoming goods inspection shall be decisive for quantities, weights and dimensions. The supplier is not entitled to make partial deliveries without our prior written consent. The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent according to which the delivery time cannot be met. In the event of a delay in delivery, we shall be entitled to the statutory claims without restriction, whereby a reminder or setting of a grace period shall not be required for a withdrawal from the contract or compensation for damages instead of performance. We may also withdraw from the contract if we are no longer able to use the ordered products in our business operations or are only able to use them at considerable expense due to circumstances occurring after the conclusion of the contract for which the supplier is responsible (such as the lack of compliance with legal requirements) or if the supplier's financial circumstances deteriorate after the conclusion of the contract to such an extent that delivery in accordance with the contract cannot be expected. The supplier shall compensate us for the damage caused by delay in delivery or performance insofar as the delay resulted from a circumstance for which the supplier is responsible. In addition, in the event of delays in delivery, we are entitled, after prior warning to the supplier, to demand a contractual penalty in the amount of 0.5%, up to a maximum of 5%, of the respective order value for each commenced week of the delay in delivery. The contractual penalty shall be offset against the damage caused by delay to be compensated by the supplier. Acceptance of the delayed delivery or service does not constitute a waiver of claims for compensation.



3. pricing and transfer of risk

The price stated in the order is binding. If no special agreement has been made, the D.D.P. (according to Incoterms 2020) shall include transport to the address and packaging specified in the contract. Even if shipment has been agreed, the risk shall only pass to us when the goods are handed over to us at the agreed destination. In all other respects, the statutory provisions shall apply.

4. terms of payment

If no special agreement has been made, the invoice shall be settled either within 30 days with a 3% discount or within 60 days without discount, in each case from delivery of the goods and receipt of an invoice including the compulsory details pursuant to § 14 para. 4 UStG. The receipt of our transfer order by our bank shall be sufficient for the timeliness of the payments owed by us. In the event of default in payment, we shall owe default interest in the amount of 5 (five) percentage points above the base interest rate pursuant to § 247 BGB (German Civil Code). Payment shall be made subject to invoice verification. The supplier is not entitled to assign his claims to third parties. This does not apply insofar as it concerns monetary claims

5. warranty rights and product liability

In the event of defects, we shall be entitled to the statutory claims without restriction. However, the warranty period shall be 30 months in derogation thereof. Deviations in quality and quantity are in any case notified in good time if we notify the supplier of them within 4 weeks of receipt of the goods, in the case of hidden defects within 2 weeks of discovery. We do not waive warranty claims by accepting or approving samples or specimens submitted. Upon receipt of our written notice of defects by the supplier, the limitation of warranty claims shall be suspended until the supplier rejects our claims or declares the defect eliminated or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall begin anew. If goods are delivered or services rendered defectively, we shall be entitled to withdraw from the contract or, in the case of framework supply contracts, to terminate the contract. Replacement and follow-up costs of the supplier and third parties which are attributable to defective deliveries shall be borne by the supplier. This also applies if, as a result of a defective delivery, an overall inspection of the goods exceeding the usual level of incoming inspection becomes necessary (e.g. ultrasonic inspection of the pipes by external companies), the supplier shall bear the costs for this. In urgent cases, we are entitled to remedy the detected defects ourselves at the supplier's expense. The supplier shall be responsible for all claims asserted by third parties due to personal injury or damage to property which are attributable to a defective product supplied by him and shall be obliged to indemnify us against any liability resulting therefrom. If we are obliged to carry out a recall action against third parties due to a defect in a product supplied by the supplier, the supplier shall bear all costs associated with the recall action.

6. execution of works

Persons who carry out work on the factory premises in fulfilment of the contract or enter the factory premises on behalf of the supplier shall observe the provisions of the respective factory regulations. The regulations existing for entering and leaving the factory premises shall be observed. Liability for accidents which occur to these persons on the factory premises is excluded, unless intentional or grossly negligent causation by us is proven. Excluded from this are claims for damages due to injury to life, limb or health or due to the breach of essential contractual obligations (cardinal obligations). Material contractual obligations are those whose fulfilment is necessary to achieve the objective of the respective contract. Insofar as we are not accused of any grossly negligent or intentional breach of duty, the liability for damages shall, however, in any case be limited to the foreseeable, typically occurring damage. The burden of proof for the existence of damage as well as the causal, unlawful and culpable causation of damage shall be borne by the supplier. This Clause 6 applies accordingly to the liability of our vicarious agents or legal representatives.

7. provision

Materials or parts or other materials and objects ("Provisions") provided by us shall remain our property and shall be stored by the supplier free of charge. They may only be used as intended. The processing of materials and the assembly of parts shall be carried out for us. If materials provided are processed, combined or mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our materials provided to the other processed items at the time of processing. The newly produced item shall be stored by the supplier for us free of charge. The supplier shall be liable to us in the event of culpable conduct for the loss of or damage to items provided. We must be informed immediately of any impairment of such items.

8. documents provided

We reserve the title or copyright to orders placed by us, orders as well as drawings, illustrations, calculations, descriptions and other documents ("Documents") made available to the Supplier. These Documents shall be returned to us without request as soon as they are no longer required for the execution of the order or if negotiations do not lead to the conclusion of a contract. They may not be made accessible to third parties or used or reproduced by the supplier himself or by third parties. In this case, copies made by the supplier must be destroyed; the only exceptions to this are storage within the framework of statutory storage obligations and the storage of data for backup purposes within the framework of normal data backup. Products which are manufactured according to documents designed by us, such as drawings, models and the like or according to our confidential information or with our tools or copied tools may neither be used by the supplier himself nor offered or delivered to third parties. This shall also apply mutatis mutandis to print orders.

9. property rights

We reserve any property rights and copyrights to materials and documents provided. The supplier also guarantees that the products supplied by him do not infringe any industrial property rights of third parties in countries of the European Union or other countries in which he manufactures the products or has them manufactured. He is obliged to indemnify us against all claims made by third parties against us due to such an infringement of industrial property rights and to reimburse us for all necessary expenses in connection with this claim. This shall not apply insofar as the supplier proves that he is neither responsible for the infringement of industrial property rights nor should have been aware of the infringement at the time of delivery if he had exercised due commercial care. Our further legal claims due to defects of title of the products delivered to us remain unaffected.

10. compliance

The supplier warrants that the delivered goods comply with the statutory and official provisions applicable to their distribution and use and do not infringe the rights of third parties. This shall not apply insofar as the goods are to be manufactured according to our instructions or plans and the infringement is based on our plans and instructions. When providing the services, the supplier shall also comply with all applicable statutory requirements, in particular, where applicable, also all requirements of the Act on Corporate Due Diligence for the Prevention of Human Rights Violations in Supply Chains or comparable applicable regulatory requirements, and shall notify us immediately of any violations thereof. This also includes compliance with our code of conduct as amended from time to time [[link to code of conduct](#)]. This also applies to compliance with labour and social law requirements and includes, where applicable, the Minimum Wage Act and the Working Hours Act as well as the Employee Leasing Act or comparable applicable regulatory requirements. Upon request, the supplier shall allow us to carry out appropriate inspections or have such inspections carried out and shall provide us, upon request, with documents proving compliance with the requirements of this Clause 10. If the supplier uses subcontractors, it is obliged to impose corresponding obligations on these subcontractors. The supplier is obliged to indemnify us against all claims of third parties resulting from culpable breaches of the above obligations by the supplier in accordance with this clause 10.

11. place of jurisdiction; applicable law

German law shall apply to the exclusion of conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of performance for both parties and the exclusive place of jurisdiction for all disputes arising from the contractual relationship is Apolda.

Apolda, 27.03.2023

