

TERMS AND CONDITIONS OF PURCHASE (TCP)

As of: 04/2021
IN-D1-05

1. Scope of applicability, form

1.1 These Terms and Conditions of Purchase shall apply to all business transactions (deliveries and services) with the supplier, even if no express reference is made to these terms and conditions. We do not recognise any conflicting, deviating or supplementary conditions of the supplier, in particular in general terms and conditions. They shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. The unconditional acceptance of deliveries and services of the supplier, even in the knowledge of the general terms and conditions of the supplier, shall not be deemed to be such an approval.

1.2 Our Terms and Conditions of Purchase shall only apply to entrepreneurs within the meaning of Section 14 BGB (Bürgerliches Gesetzbuch; German Civil Code).

1.3 Our Terms and Conditions of Purchase shall also apply to all future deliveries and services of the supplier, even if we should not refer to them in individual cases.

1.4 Individual agreements concluded with the supplier in individual cases, including collateral agreements, supplements and amendments, shall in all cases take precedence over these Terms and Conditions of Purchase. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

1.5 Legally relevant declarations and notifications by the supplier concerning the contract (e.g. setting of deadlines, reminders/written notices, rescission from the contract) must be submitted in writing, i.e. in written or text form (e.g. letter, e-mail, fax or remote data transmission). Insofar as submission in written form is required in these Terms and Conditions of Purchase, this means written or text form in this sense.

1.6 References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase.

2. Conclusion of contract

2.1 The preparation and submission of offers and cost estimates by the supplier shall be non-binding and free of charge for us in every respect.

2.2 If the supplier does not confirm our order in writing within a period of five working days at the latest, we shall be entitled to revoke our order.

2.3 If the supplier's order confirmation deviates from our order, in particular with regard to price, delivery time or the subject of the service, the supplier must

inform us of this separately. The same shall apply to deviations from specifications, drawings and requirements by specification sheets which are the subject of our order. These deviations shall only become part of the contract if they are confirmed by us in writing.

3. Prices, payment, assignment

3.1 The agreed prices are fixed prices and include freight, transport, packaging and other ancillary costs (e.g., any transport and liability insurance) free to the place of receipt named by us, unless otherwise agreed upon in the individual case. Price increases, irrespective of the reason, shall only be recognised by us - if an express agreement to this end has been made in writing, this applies also in the case of long-term supply agreements.

3.2 The agreed price is due for payment within 30 calendar days of complete delivery and services (including any agreed acceptance if applicable) and receipt of a proper invoice, unless otherwise agreed upon. We do not owe any interest on maturity. The statutory provisions shall apply to default in payment.

3.3 The supplier is not entitled to assign its claims against us or to have them collected by third parties without our prior written consent, which we will not unreasonably withhold.

3.4 We may assert rights of set-off and retention without restriction to the extent permitted by law.

4. Dates and delay in delivery

4.1 Agreed upon dates and deadlines are binding and must be strictly adhered to. In the case of delivery, the receipt of the goods by us or by the agreed receiving point or the receiving point specified by us shall be decisive for this.

4.2 If agreed upon deadlines are not met, the statutory provisions shall apply. As soon as it becomes apparent to the supplier that there may be delays in delivery or performance of services, the supplier must inform us of this in writing without delay, stating the reasons and the expected duration of the delay. This does not change the binding nature of the delivery date agreed upon.

4.3 If the delivery is made before the specified date, we shall be entitled to reject it. Likewise, partial deliveries may be rejected by us unless we have expressly agreed to them or they are reasonable for us.

4.4 The unconditional acceptance of a delayed delivery or service does not constitute a waiver of the claims to which we are entitled on account of the delayed delivery or service.

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4.5 If the supplier is in default, we may – in addition to further statutory claims - demand lumpsum compensation for our damage caused by default to the extent of 1% of the net price/net remuneration per completed calendar week, but in total not more than 5% of the net price/net remuneration of the goods delivered or services rendered late. We reserve the right to prove that more extensive damage has occurred. The supplier reserves the right to prove that no damage at all or only significantly less damage has been incurred.

5. Service, delivery, transfer of risk

5.1 The supplier shall not be entitled to have the service owed by him rendered by third parties (e.g., subcontractors) without our prior written consent. The supplier shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g., limitation to stock).

5.2. Delivery shall be made "free to buyer's address" within Germany to the place specified in the order. If the destination is not specified and nothing else has been agreed upon, the delivery shall be made to our place of business in Bretten-Gölshausen. The respective destination is also the place of fulfilment for the delivery and any retrospective fulfilment (debt to be discharged at creditor's domicile).

5.3 The supplier shall 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. If an acceptance of goods has been agreed upon, this shall be decisive for the transfer of risk. The supplier shall insure the deliveries against transport damage at his own expense.

6. Receiving inspection and reprimand

6.1 The supplier shall only dispatch goods that have been fully inspected and found to be in good condition and shall therefore refrain from carrying out a detailed receiving goods inspection at our premises. We shall inspect incoming goods insofar and as soon as this is feasible in the ordinary course of business and reprimand any defects discovered after discovery without delay. In this respect, the supplier waives the objection of delayed notification of defects in accordance with Section 377 HGB (German Commercial Code; Handelsgesetzbuch).

6.2 We will not accept incorrect or wrong deliveries that are defective or not as ordered under any circumstances. A separate reprimand is not required in this regard.

7. Material defects and defects of title

7.1 The supplier shall be responsible for ensuring that the goods delivered and services rendered comply with all statutory and official provisions applicable to their use. The deliveries and services must comply with the state of the art applicable at the time of

delivery or foreseeable for the future as well as other statutory provisions, technical testing regulations and accident prevention regulations. Should a manufacturer's declaration within the meaning of EC directives be required for the product, the supplier must draw it up and make it available immediately on request at his own expense. In accordance with the statutory provisions, the supplier is liable in particular for ensuring that the goods have the agreed upon characteristics at the time of transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order, also via specification sheets - are the subject of the respective contract shall be deemed to be an agreement on the quality. Here it makes no difference whether the product description originates from us, from the supplier or from the manufacturer.

7.2 We shall be entitled to the full statutory rights in the event of material defects and defects of title. We shall have the right to choose the type of retrospective fulfilment (rectification of defects or replacement delivery). The supplier shall bear all expenses necessary for the purpose of remedying the defect or making a replacement delivery. Retrospective fulfilment shall also include the removal and disassembly of the defective goods and the re-installation, provided that the goods have been installed in another item or attached to another item in accordance with their type and intended use; our statutory claim to reimbursement of corresponding expenses shall remain unaffected.

7.3 If the supplier fails to fulfil his obligation to provide retrospective fulfilment - at our discretion by remedying the defect (rectification of defects) or by delivering an item free of defects (replacement delivery) - within a reasonable period of time set by us, we may - without prejudice to our other rights - remedy the defect ourselves and demand reimbursement of the expenses required for this from the supplier or a corresponding advance payment. If retrospective fulfilment by the supplier has failed or is unreasonable for us (e.g., due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the supplier of such circumstances without delay, if possible in advance.

7.4 If we incur costs as a result of defects in the delivered item, in particular transport, travel, labour or material costs or costs for an incoming goods inspection or selection measures exceeding the usual scope, the supplier shall reimburse us for these costs.

7.5 Notwithstanding Section 438 para. 1 no. 3 German Civil Code (Bürgerliches Gesetzbuch; BGB), the general limitation period for claims for defects shall be 3 years from the transfer of risk. Insofar as an acceptance of goods has been agreed upon, the limitation period shall begin with the acceptance of goods. The 3-year limitation period shall apply mutatis mutandis to claims arising from defects of title,

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whereby the statutory limitation period for claims in rem of third parties for the surrender of goods (Section 438 para. 1 no. 1 German Civil Code (Bürgerliches Gesetzbuch; BGB)), shall remain unaffected; in addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right - in particular in the absence of a limitation period - against us. If longer periods apply according to the law, these longer periods shall apply.

8. Product liability

8.1 If a claim is made against us on the basis of the Product Liability Act or other regulations due to a product defect or if we incur damage in another way in connection with the delivery of a defective delivery item, in particular due to a necessary recall, retrofitting, etc., the supplier shall indemnify us upon first request and compensate us for all damages if and to the extent that the damage was caused by a defect in the item delivered by the supplier. In such cases, the supplier shall bear all costs and expenses, including the costs of any possible legal action.

8.2 The supplier shall take out and maintain a product liability insurance with a lump sum coverage of at least EUR 10 million per personal injury/property damage and provide evidence thereof to us upon request.

9. Industrial property rights

9.1 The supplier warrants that the items delivered or services rendered by him do not infringe upon any domestic or foreign industrial property rights and guarantees us the full freedom and copyright permission of their use and trade both domestically and abroad. In the event of claims being made against us by third parties due to infringement of domestic or foreign industrial property rights with regard to the items delivered or the services rendered, the supplier shall indemnify us against all claims upon first request and compensate us for any resulting damage. Our further legal claims due to defects of title of the items delivered to us or the services rendered remain unaffected.

9.2 Upon request, the supplier shall inform us of all industrial property rights held by him or his licensor in connection with the delivery item or the services provided. If the supplier discovers the infringement of industrial property rights, he shall inform us of this immediately in text form without being requested to do so.

9.3 If the delivered item or the rendered service infringes property rights, the supplier is obliged, at his own discretion and at his own expense, either to modify the delivered item or the rendered service in such a way that the property rights are not infringed when used by us, while the delivered item or the rendered service nevertheless complies with the contractual agreements, or to obtain the right of use

for us. If the supplier does not succeed in doing so, he shall be obliged, at our discretion, to take back the delivered item or the rendered service against reimbursement of costs and/or to compensate us for all damages incurred.

10 Confidentiality / rights to documents

10.1 All business or technical information made available to the supplier by us must be kept secret from third parties as long as and to the extent that it is not demonstrably public knowledge and may only be made available by the supplier to such persons who must necessarily be involved in its use for the purpose of delivery to us and who are also obliged to maintain secrecy. Without our prior written consent, such information may only be used for the purpose of delivery and services rendered to us.

10.2 At our request, all information originating from us shall be returned to us immediately and in full or be destroyed.

10.3 Information within the meaning of this agreement is all data, plans, programmes, knowledge, experience, know-how, irrespective of the way in which it is recorded, stored or transmitted and also irrespective of whether this information is expressly or implicitly designated as secret or confidential.

10.4 We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the fulfilment of the contractual obligations and returned to us after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.

11. Execution of tasks

11.1 Suppliers who carry out work on our factory premises while fulfilling a contract shall comply with all applicable laws and regulations, in particular accident prevention regulations. The supplier is obliged to request the safety instructions applicable in our company from us and to strictly comply with them. For electrical systems and equipment in particular, Institute for Work and Health of the German Social Accident Insurance provision 3 (Institut für Arbeit und Gesundheit der Deutschen Gesetzlichen Unfallversicherung Vorschrift 3; DGUV-V3) must be complied with.

11.2 The supplier is obliged to coordinate with us before carrying out work, to take suitable protective measures and to inform us and affected third parties about possible hazards. The supplier is responsible for the instruction and safety of his employees and

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any subcontractors commissioned as well as for safeguarding sources of danger towards third parties.

11.3 The supplier may only use sufficiently qualified employees and operationally safe work equipment on our company premises. Any accidents occurring on our company premises must be reported to us immediately.

12. Provision / tools

12.1 Parts supplied by us for payment or provided free of charge remain our property until payment has been made in full. They may only be used as intended. The processing and assembly of the materials provided shall be carried out for us. It is agreed upon that we are co-owners of the products manufactured using our parts, which are kept in safe custody for us by the supplier, in the ratio of the value of the parts provided to the value of the overall product.

12.2 We retain ownership of tools that we make available to the supplier. The supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us and to store them for us free of charge. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work in good time at his own expense. The supplier is obliged to return the tools upon our request without delay.

13. Place of fulfilment, place of jurisdiction, applicable law

13.1 The place of fulfilment for both parties for all obligations arising from the contract, in particular for delivery and payment, is the registered office of our company or the place of fulfilment specified by us.

13.2 The place of jurisdiction for all legal disputes arising from the contractual relationship as well as its creation and effectiveness is, in the case of merchants, the court responsible for the registered office of our company for both parties. We may, at our discretion, also bring an action at the supplier's registered office.

13.3 The contractual relationship shall be governed by German law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

This translation is for information purposes only. Legally binding is the German original.