

General Terms and Conditions of Purchase

I. General Provisions, Scope of Application

1. These General Terms and Conditions of Purchase ("**GTC**") shall apply to all offers, orders and contracts for the purchase and delivery of goods or services of all kind (collectively the "**Services**"). The GTC shall only apply in business transactions between the above-mentioned companies of the Felss Group („**Felss**") and merchants as well as entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law or a special fund under public law ("**Supplier**") within the framework of purchase contracts, contracts for work, service or other contracts (collectively the "**Contracts**").
2. For contracts of Felss with the Supplier and individual offers and order confirmations, the GTC in their current version shall apply exclusively. The GTC shall apply within the framework of ongoing business relations between Felss and the Supplier even if they are not expressly agreed between the parties.
3. The validity of any general terms and conditions of the Supplier that are contrary to, supplementary to or deviate from the GTC are contradicted, unless Felss has expressly agreed to their validity in text form. The GTC shall also apply if Felss performs or accepts a Service without reservation in the knowledge that the general terms and conditions of the Supplier contradict, supplemental or deviate from these GTC.

II. Conclusion of Contract, Contents of Contract, Deviations

1. Orders and acceptance, as well as changes and additions to them, shall be made in writing.
2. If Felss accepts a binding offer from the Supplier by placing a corresponding order without deviations, the Contract shall be concluded with this content.
3. If Felss places a binding order without a prior binding offer from the Supplier, Felss shall be bound by this for fourteen (14) days, unless otherwise stated in the order. Delayed acceptance by the Supplier shall be deemed to be a new offer and requires acceptance by Felss.

If the Supplier's declaration of intent following the order deviates from the order in terms of content, the Supplier must expressly inform Felss of the deviation in writing. If the Supplier does not provide the information, neither Felss's silence in response to the Supplier's declaration of intent nor Felss's acceptance

of the goods or services shall be deemed to constitute acceptance.

4. Delivery call-offs within the framework of an order and call-off planning shall become binding if the Supplier does not object within five (5) working days.
5. Oral collateral agreements before, during or after the conclusion of the Contract are only effective if they have been confirmed in writing by Felss.
6. Cost estimates of the Supplier are not to be remunerated unless expressly agreed otherwise.
7. Telefax, E-mail or comparable electronic text forms shall also be sufficient to maintain the written form.
8. The Supplier is not entitled to make changes to the services without Felss' prior consent.

III. Provision of Services

1. Delivery, Place of Performance

- 1.1. Unless expressly agreed otherwise in writing, deliveries within the European Union shall be made DAP, outside the European Union DDP (Incoterms 2020). The Supplier shall therefore carry the material risk until the goods are handed over to Felss or an agent of Felss at the agreed destination, unless expressly agreed otherwise in writing.
- 1.2. If it has been agreed in writing that Felss will collect the goods, the Supplier shall make the goods available in good time, taking into account the usual times for loading and dispatch, and inform Felss of this in good time in text form.
- 1.3. If the destination is not specified and nothing else has been agreed, the goods are to be delivered to the address specified in the order vis-à-vis Felss or the recipient designated by Felss in the order (together the "**Receiving Point**"). The goods shall be accepted by the Receiving Point at the times specified in the order.
- 1.4. The respective place of destination is also the place of performance (obligation to deliver).
- 1.5. Partial deliveries are only permissible on the basis of a separate written agreement.
- 1.6. If the Supplier has assumed responsibility for installation or assembly, he shall carry all necessary expenses (e.g. travel costs, provision of tools and allowances), unless otherwise agreed in writing.

2. Times of Performance, Deadlines, Delivery Dates

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- 2.1. The performance dates and performance deadlines specified in the respective order are legally binding. Decisive for compliance with the performance dates and performance deadlines is the performance of the service at the Receiving Point.
- 2.2. Additional costs incurred as a result of accelerated service provision that has become necessary in order to meet service deadlines shall be borne by the Supplier, unless he can prove that Felss is responsible for the necessity of the accelerated service provision.
- 2.3. The Supplier is obliged to inform Felss immediately in text form if circumstances arise or become apparent to the Supplier which indicate that the agreed performance deadline cannot be met. The Supplier shall inform Felss in text form of the reason and the expected duration of the hindrance to performance.
- 2.4. If services are provided before the agreed date of performance, Felss is entitled to refuse to accept them and, if necessary, to send them back or store them with third parties at the Supplier's expense and risk.
- 2.5. Felss is entitled to change the agreed performance dates to an extent that is reasonable for the Supplier if this is necessary to ensure a smooth process in Felss' operations.
- 2.6. The unconditional acceptance of the delayed delivery or service does not constitute a waiver by Felss of the claims to which it is entitled due to the delayed delivery or service.

3. Default, Rescission and Damages

- 3.1. If Services are not rendered on the agreed date, in particular if deliveries or partial deliveries are not received at the agreed Receiving Point on the agreed date, Felss shall be entitled - without prejudice to other statutory claims - to rescind from the Contract in whole or in part after the unsuccessful expiry of a reasonable grace period and to claim damages instead of performance. If Felss claims damages, the Supplier shall have the right to prove that it is not responsible for the breach of duty. If a fixed date has been agreed or if the setting of a grace period is dispensable by law for other reasons, Felss may exercise these rights immediately without setting a grace period.
- 3.2. If the Supplier is in default, Felss shall be entitled to charge a contractual penalty of 0.2% of the net value of the goods for the delayed delivery per working day

(Monday to Friday, with the exception of public holidays applicable at the place of destination), but no more than 5% of the value of the goods. Any legal claims beyond this and the assertion of further damages shall remain unaffected by this. The Supplier has the right to prove to Felss that no damage or less damage has been caused by the delay.

4. Retention of Title of the Supplier

- 4.1. The transfer of goods to Felss shall take place without legal reservation.
- 4.2. However, if retention of title is effectively agreed in an individual case, the Supplier's retention of title shall expire at the latest when the purchase price for the delivered goods is paid. Felss shall remain authorised to resell the goods in the ordinary course of business before payment of the purchase price, with advance assignment of the claims arising from this. In addition, Felss is authorised to collect the claim arising from the resale of the goods for the Supplier's account. However, 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 include further processing, are excluded.

IV. Prices

1. The prices stated in the order are binding.
2. The prices stated in the order are strictly net and therefore do not include statutory value added tax. Any taxes and duties incurred must be shown separately by the Supplier.
3. Unless otherwise agreed in writing, the prices are DDP (Incoterms 2020) including packaging.
4. Unless otherwise agreed in writing in individual cases, the prices shall include all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance). The Supplier shall take back packaging material at the request of Felss.

V. Terms of Payment

1. All invoices from the Supplier are to be sent to the invoice address designated in the order.
2. Felss is only obliged to process invoices from the Supplier if the order number shown in the respective order and an invoice number are provided. The Supplier

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shall be solely responsible for any delays and other consequences that occur in the event of non-compliance with the invoicing specifications, unless the Supplier can prove that it is not responsible for these.

3. Unless otherwise agreed in writing, Felss shall pay the remuneration owed to the Supplier
 - a. within 14 days after service provision accompanied by the respective proper and auditable invoice with a 3 % discount.
 - b. within 30 days after service provision accompanied by the respective proper and auditable invoice with a 2 % discount.
 - c. within 60 days after service provision accompanied by the respective proper and auditable invoice without deduction.
4. In any case, the periods shall not commence before the due date of the Supplier's claims. Felss shall be entitled to set-off and retention right to the extent permitted by law.
5. The Supplier may not assign claims against Felss without the prior written consent of Felss.
6. Der Lieferant hat ein Aufrechnungs- oder Zurückbehaltungsrecht nur wegen rechtskräftig festgestellter oder unbestrittener Gegenforderungen.
7. The Supplier shall only have a right of set-off or retention in respect of counterclaims that have been legally established or are undisputed.

VI. Inspection of the Goods, Complaint

1. Felss's duty to inspect is limited to defects that become apparent during Felss's incoming goods inspection by means of external examination, including the delivery documents (e.g. transport damage, incorrect and short delivery) or that are recognisable during Felss's quality control in a meaningful random sampling procedure. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the proper course of business, taking into account the circumstances of the individual case. Felss' obligation to give notice of defects discovered later remains unaffected.
2. Notwithstanding Felss's duty to inspect, the complaint (notice of defect) shall be deemed to be immediate and timely if it is sent within 14 working days of discovery or, in the case of obvious defects, of delivery. In this

respect, the Supplier waives the objection of late notification of defects.

VII. Warranty, Limitation, Supplier Recourse

1. Warranty Rights, Substitute Performance

- 1.1. Felss is entitled without restriction to the statutory claims and rights, in particular warranty claims and rights, in the event of a defect in the Supplier's performance.
- 1.2. In particular, Felss is entitled, in the event of a defect, to demand that the Supplier, at its own discretion, rectify the defect or provide a replacement delivery, irrespective of whether a purchase contract or contract for work and services has been concluded, unless the Supplier can prove that the chosen type of subsequent fulfilment would lead to unreasonable costs for the Supplier. Felss expressly reserves the right to demand compensation for damages, in particular compensation for damages instead of performance.
- 1.3. In consultation with the Supplier, Felss may remedy the defect itself or have it remedied by third parties at the Supplier's expense. The same applies if the Supplier has not fulfilled its obligation to rectify the defect or to deliver a defect-free item within a reasonable period set by Felss for subsequent performance. If subsequent fulfilment by the Supplier has failed or is unreasonable for Felss (e.g. due to particular urgency, a risk to operational safety or the threat of disproportionately high damage), it is not necessary to set a deadline before self-fulfilment.
- 1.4. The costs incurred by the Supplier for the purpose of inspection and rectification (including any removal and installation costs) shall be borne by the Supplier even if it turns out that there was actually no defect. Felss's liability for damages in the event of an unjustified request to rectify a defect remains unaffected; in this respect, however, Felss is only liable if Felss recognised or was grossly negligent in not recognising that there was no defect.

2. Limitation

- 2.1. The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 2.2. In deviation from § 438 para. 1 no. 3 BGB (German Civil Code), the general limitation period for claims for defects shall be 3 years from the transfer of risk. Insofar

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as acceptance has been agreed, the limitation period shall commence upon acceptance.

- 2.3. The 3-year limitation period also applies accordingly to claims arising from defects of title, whereby the statutory limitation period for third parties' claims in rem for surrender of goods (§ 438 para. 1 no. 1 BGB) remains unaffected; in addition, claims arising from defects of title do not become time-barred in any case as long as the third party can still assert the right - in particular in the absence of a limitation period - against Felss.
- 2.4. The limitation periods of the law on sales, including the above extension, apply - to the statutory extent - to all contractual claims for defects. Insofar as Felss is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply for this, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.
- 2.5. If the Supplier undertakes new deliveries or the maintenance or repair of parts of the delivery in order to fulfil its warranty obligations within the limitation period, the limitation period for the newly delivered or repaired parts of the delivery shall begin anew at the time at which the Supplier has completely fulfilled Felss' claims for subsequent fulfilment, unless Felss had to assume, based on the Supplier's behaviour, that the Supplier did not consider itself obliged to undertake the measure, but only undertook the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

3. Supplier Recourse

- 3.1. Felss is entitled to the legally determined claims for expenses and recourse within a supply chain (supplier recourse in accordance with §§ 478, 445a, 445b or §§ 445c, 327 Para. 5, 327u BGB) in addition to the claims for defects without restriction.
- 3.2. In particular, Felss is entitled to demand precisely the type of subsequent performance (rectification or replacement) from the Supplier that Felss owes its customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Felss' legal right to choose (§ 439 para. 1 BGB) is not restricted by this.

- 3.3. Before Felss acknowledges or fulfils a claim for defects asserted by its customer (including reimbursement of expenses in accordance with §§ 445a para. 1, 439 para. 2, 3, 6 p. 2, 475 para. 4 BGB), Felss will inform the Supplier and ask for a written statement, briefly explaining the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is brought about, the claim for defects actually granted by Felss shall be deemed to be owed to Felss' customer. In this case, the Supplier has the burden of proof to the contrary. The claims of Felss arising from supplier recourse also apply if the defective goods have been combined with another product or processed in any other way by Felss, the customer of Felss or a third party, e.g. by fitting, attaching or installing them.

VIII. Product Liability, Indemnification

1. In the event of personal injury or damage to property that can be attributed to a defective product supplied by the Supplier and for which the Supplier is responsible, the Supplier is obliged to indemnify Felss against third-party claims insofar as the cause lies within its sphere of control and organisation and it would have to be liable itself in relation to third parties.
2. Within the scope of its indemnification obligation, the Supplier shall reimburse expenses in accordance with §§ 683, 670 of the German Civil Code (BGB) that arise from or in connection with a claim by a third party, including recall actions carried out by Felss. Felss shall inform the Supplier about the content and scope of recall measures - insofar as this is possible and reasonable - and give the Supplier the opportunity to comment. Further legal claims remain unaffected.

IX. Industrial Property Rights, Indemnification

1. Insofar as Felss provides the Supplier with plans, documents, sketches or other protectable information for the provision of its services, the Supplier shall receive the simple right of use, revocable at any time and limited to the duration of the order processing, for its own internal use. The right of use shall not include reproduction, distribution, processing or making available to the public. The Supplier may not use such protectable information to process orders from other customers. Insofar as new results capable of being protected by property rights arise from the joint collaboration, the parties shall reach a separate agreement on their registration and use, in which the

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shares of the development work are to be taken into account appropriately. However, Felss shall acquire at least a simple right of use to the object of the property right, unlimited in terms of time, content and location and free of charge.

2. The Supplier guarantees that the contractual worldwide use of its deliveries and services by Felss or its customers does not conflict with any industrial property rights or applications for industrial property rights by third parties
3. The Supplier shall indemnify Felss on first demand against all claims made by third parties against Felss as a result of a culpable infringement of industrial property rights by the Supplier and shall reimburse Felss for all reasonable expenses and costs incurred by Felss as a result of or in connection with the defence against such claims.
4. The claims of Felss arising from this warranty shall become time-barred after 3 years, calculated from the transfer of risk.
5. The parties shall inform each other without delay of all risks of infringement and alleged cases of infringement that become known.

X. Confidentiality

1. The Supplier is obliged to treat as strictly confidential all commercial and technical details and business secrets that are not in the public domain and of which it becomes aware in connection with an order or the execution of the Contract, as well as all illustrations, drawings, calculations and other documents and information that Felss makes accessible to the Supplier in connection with an order or the execution of the Contract (collectively "**Confidential Information**"). Confidential Information may only be handed over, disclosed or otherwise made accessible to third parties if and insofar as Felss has given its express prior written consent. This confidentiality obligation shall not apply to Confidential Information that (i) was already known to the other party outside of the contractual relationship; (ii) was lawfully acquired from third parties; (iii) is or becomes generally known or state of the art; (iv) is released by the contracting party making the transfer.
2. The use, storage and/or duplication of Confidential Information by the Supplier shall only be permitted to

the extent necessary for the proper performance of the Contract.

3. The Supplier is obliged to return Confidential Information to Felss after the Contract has been fulfilled or to destroy it at Felss's request and to provide Felss with evidence of its destruction. Exceptions to this are storage within the framework of automated backups, which can only be deleted with disproportionate effort; in this case, the confidentiality obligation shall continue to apply at least for the duration of the storage.
4. The confidentiality obligation shall also apply beyond the complete settlement of the contractual relationship, but for a maximum period of five years after the transmission of the last Confidential Information and complete fulfilment of the contractual relationship. Notwithstanding the above, the confidentiality obligation shall expire if and to the extent that Confidential Information has become generally known without a breach of the confidentiality obligation by the Supplier.

XI. Provisions, Materials

If Felss provides materials, equipment, devices or tools (the "**Provisions**") for the manufacture of the contractual items and/or their packaging, these Provisions shall remain the property of Felss. If the Supplier procures or manufactures such Provisions on behalf of Felss, Felss acquires ownership upon payment of the agreed price. The Provisions then remain in the possession of the Supplier on a loan basis. The Supplier is responsible for the proper maintenance, servicing and insurance of the Provisions. Unless the parties agree otherwise, the costs for this are included in the agreed product price. Felss may at any time demand the return of the Provisions that are the property of Felss, unless the Supplier needs these Provisions to fulfil its contractual obligations towards Felss. The Supplier is not entitled to use Provisions provided by Felss for orders from other customers or for purposes other than the fulfilment of the Contract with Felss.

XII. Force Majeure

1. In the event of force majeure or other circumstances beyond the control of the parties and unforeseeable at the time of the conclusion of the Contract (e.g. natural disasters, war and other military conflicts, unavoidable and unforeseeable strikes, government bans, pandemics, official orders, terrorist attacks), each party

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shall be released from its obligation to accept performance for the duration of the event.

2. Immediately after the occurrence of the event of force majeure, the affected party shall inform the other party in writing of the nature of the event, the time, the date of its occurrence and the anticipated impact of the event on its ability to fulfil its contractual obligations. The affected Party shall notify the other party of the cessation of the force majeure event immediately upon its cessation and shall resume performance of its obligations. Upon the occurrence of such events, the Supplier shall be obliged, upon request, to immediately surrender all of Felss's materials as well as to provide Felss with access to all documentation and records necessary to set up substitute manufacturing for Felss for the duration of the event and the associated inability of the Supplier to perform.
3. During such events, Felss is entitled - without prejudice to further rights - to withdraw from the Contract in whole or in part in the event that an adjustment is not suitable, insofar as the events are not of insignificant duration.

XIII. Competitiveness

1. The Supplier is obliged to take all necessary measures to maintain the competitiveness of the Services.
2. The Services must be at least equivalent to comparable products from competitors in terms of technology, quality, price and delivery. Such a comparable product must meet the requirements of Felss.
3. In the event that a comparable product is offered by third parties at more competitive conditions with regard to the parameters specified in **section XIII. 2**, Felss shall inform the Supplier of this in writing and set the Supplier a reasonable deadline (maximum 6 months) to restore competitiveness.
4. The Supplier shall immediately draw up a catalogue of measures that it will implement in order to restore the competitiveness of the goods and make this available to Felss with a corrected offer. With its corrected offer, the Supplier shall ensure the competitiveness of the goods within the reasonable period set by Felss. The plan of measures shall also list the cost-effectiveness of each individual measure
5. For its part, Felss undertakes to check the plan, to point out possible improvements to the Supplier if necessary

and to support the Supplier in implementing them. Any necessary tests and approvals must be carried out quickly by Felss at the Supplier's expense or applied for quickly from Felss's customers.

6. If the Supplier cannot achieve competitiveness within the period set by Felss, Felss is entitled to terminate the contractual relationship.

XIV. Export Control and Customs

1. The Supplier warrants to comply with all applicable national and international export control laws and regulations and customs requirements. The Supplier shall not export or re-export, directly or indirectly, any information, goods, software or technology to any country for which the EU, the US or any other country provides for an export licence or other authorisation at the time of export or re-export without first having such licence or authorisation.
2. The Supplier shall inform Felss in writing whether the information, goods, software or technology supplied are deemed by the USA or its own country to be goods whose export is restricted or prohibited under export control regulations. If this is the case, the Supplier shall also inform Felss of the extent of the restrictions and prohibitions - in particular, the jurisdiction relevant to export control, the export control classification number, the export licences and, if applicable, the CCATS.
3. The Supplier shall obtain all national and international export licences or similar permits required under applicable export control laws and regulations and provide Felss with all necessary information to enable Felss and its customers to comply with such laws and regulations.
4. The Supplier shall indemnify and hold Felss indemnified from and against all claims, liabilities, penalties, seizures and related costs and expenses (including attorneys' fees) in connection with the Supplier's and its subcontractors' failure to comply with applicable laws, rules and regulations. It shall notify Felss promptly upon receipt of a notice that it is in violation of export control laws if the violation could adversely affect Felss.

XV. Compliance, Code of Conduct, Information Security, TISAX-Audit

1. In connection with the contractual relationship, the Supplier is obliged to comply with the relevant statutory provisions applicable to it. This applies in particular to

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anti-corruption and money laundering laws, antitrust, labour and environmental protection regulations as well as all laws, ordinances and other regulations on conflict minerals.

2. The supplier shall ensure that the goods it supplies comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. It must provide Felss with proof of conformity on request by submitting suitable documents.
3. The Supplier shall use reasonable efforts to ensure compliance by its subcontractors with the obligations incumbent on the supplier in this **section XV**.
4. The supplier shall ensure that it complies with the statutory provisions on combating undeclared work, the Employee Transfer Act, the Minimum Wage Act and the provisions of social security law, in particular on the payment of contributions. If subcontractors are commissioned, the Supplier shall ensure that the subcontractors also comply with these statutory provisions. The Supplier shall indemnify Felss against third-party claims arising from the aforementioned legal provisions. When subcontractors are commissioned, this indemnity obligation shall also **XVI**. extend to the subcontractors or other third parties commissioned by the Supplier and their employees.
5. In the event of a breach of the obligations in this **Section XV** or if there are reasonable grounds to suspect such a breach in connection with the performance of the obligations, the Supplier shall notify Felss without undue delay and inform Felss of the remedial measures it is taking to cure the breach and prevent future breaches. If the Supplier fails to inform Felss without delay or to take appropriate remedial action within 60 days of becoming aware of the breach, Felss is entitled to take appropriate legal action up to and including termination of the affected Contract without notice or termination of the business relationship with immediate effect. It is incumbent on Felss to forego such consequences and instead to take alternative measures if the supplier credibly assures and can prove that it has immediately initiated countermeasures to prevent future breaches of the same nature.
6. In addition, the Supplier undertakes to comply with the "Code of Conduct for Ethical Corporate Behaviour in the Felss Group" („*Verhaltenskodex für ethisches*

Unternehmenshandeln in der Felss Gruppe"), which is available for download at www.felss.com (Informationen-> Compliance). The Supplier is committed to the values of the Felss Group set out in this code.

7. The Supplier is obliged to take appropriate technical and organisational measures to prevent disruptions to the availability, integrity, authenticity and confidentiality of its information technology systems, components and processes as well as all Felss information and data, and to implement appropriate, industry-standard standards, processes and methods to prevent, identify, assess and rectify all vulnerabilities, malicious codes and other disruptions in the services. At the request of Felss, the Supplier is obliged to have a TISAX test (www.tisax.de) carried out within a reasonable period of time with the TISAX test objective specified by Felss and to provide Felss with the result.

Felss is entitled, after giving reasonable notice, to carry out an audit or have an audit carried out at its own expense during the Supplier's normal operating and business hours to check compliance with the aforementioned measures.

Final Provisions

1. The legal relationship between Felss and the Supplier shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws.
2. If the Supplier is a merchant, a legal entity under public law or a special fund under public law, the courts with local jurisdiction at the registered office of Felss shall have exclusive jurisdiction for all contractual and related non-contractual disputes between the parties. This shall also apply if the Supplier does not have its statutory seat or administrative headquarters within the Federal Republic of Germany.
3. Should individual provisions of the GTC be invalid, this shall not affect the remaining provisions.

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