

General Terms and Conditions of Purchase of STEINERT GmbH, Cologne

January 2020 Version

1. Scope

(1) These Terms and Conditions of Purchase apply to all contracts and purchase orders, even if in the future we do not expressly reference these. Any of the Supplier's general terms and conditions which deviate from these Terms and Conditions of Purchase are only valid, if we expressly confirm their validity to the Supplier, even if such terms and conditions are appended to an order confirmation by the Supplier. Deviations, additions and/or side agreements to our Terms and Conditions of Purchase and/or other contractual agreements are only binding if they are set out in written form. By accepting the order, the supplier declares its consent to our Terms and Conditions of Purchase, while excluding its own terms and conditions of sales and delivery.

(2) We are not bound by obvious errors such as printing, typing, spelling or similar errors.

2. Purchase Order, Order Documents

(1) Legally binding purchase orders shall only be deemed validly concluded if they have been issued in writing or signed by our authorized agents or representatives. For exceptional cases, individual arrangements are required.

(2) Samples, drawings, models and other documents which we provide to the Supplier remain our property. After performance of the contract, they must be returned to us by the Supplier, without being asked, at its own costs. The Supplier is liable for any loss or misuse. The Supplier is obliged to use any documents or objects provided by us exclusively for our purchase orders and treat their form and content strictly confidential. The Supplier may not pass them on to any third party without our express written consent.

(3) Should the Supplier create designs, plans or other documents which are fully paid by us or are related to the order, these become our property without further compensation, unless otherwise agreed. In addition to this, the Supplier grants us a comprehensive and exclusive right of usage for any such matter.

(4) We are no longer bound to the purchase order, if we do not receive an order confirmation by the Supplier within 10 days of sending it.

3. Prices

(1) Any deviation from the prices listed in our order must be communicated to us immediately. If no such communication takes place, the price we have indicated is deemed to have been agreed.

(2) If and insofar the Supplier generally lowers his prices for the goods or services ordered by us, these price reductions also apply to all goods which remain to be delivered or services which remain to be performed based upon a previously concluded contract.

(3) Unless expressly agreed otherwise, the agreed price includes packaging and shipping costs to our business address in Cologne or to any other shipping destination specified by us, as well as assembly costs and all public charges. The Supplier is obligated to pick up and to dispose of transport and other packaging at its own cost upon our request.

(4) The statutory value added tax is included in the agreed price, unless itemized separately.

4. Delivery Dates

(1) Agreed delivery dates are binding. Should the Supplier not adhere to these dates, the Supplier will be in default, in the case of fixed transactions without dunning or further deadlines. The delivery dates specified by us refer to the delivery to the specified shipping destination.

(2) As soon as the Supplier must assume that delivery on the date specified by us will not be possible, the Supplier is obligated to inform us of this matter, providing the reasons as well as the expected delay in delivery. For transactions other than fixed transactions, we may grant a grace period and, in the case of non-compliance with this extended deadline, either demand damages or withdraw from the contract.

(3) We are entitled to demand changes to the delivery time and the place of delivery after consultation with the Supplier. The consequences of such changes must be determined by mutual agreement, providing appropriate consideration for the Supplier's interests. If no agreements were made regarding time and place of delivery, we have the right to determine these. In

exercising this right, we will give adequate consideration to the Suppliers' interests.

5. Quality Assurance

The latest version of the Quality Assurance Agreement (QAA), which can be viewed at www.steinertglobal.com, shall apply.

6. Retention of Title

The Supplier guarantees that the goods delivered and/or services performed are free of any third-party rights, be it property rights or other. Any agreement made by the Supplier with third parties regarding the retention of title or an extended retention of title will not be recognized by us.

7. Force Majeure and Withdrawal

(1) War, civil war, as well as export or trade restrictions due to a change in political relationships, which make it impossible or economically unreasonable for us to complete the contract, are regarded as force majeure and, for the duration of their existence, free us from our obligation to receive or accept goods. The contract parties undertake to adjust their obligations to the changed contractual conditions in good faith within the bounds of economic possibility and as far as is economically reasonable. If the force majeure conditions persist for more than an insignificant duration, i.e. during at least 4 weeks without interruptions, we are entitled to withdraw from the contract, provided that the circumstances entail a substantial reduction of our demand. In particular, this is the case if our demand is reduced by more than 30%. We are furthermore entitled to reduce agreed monthly partial quantities or to extend the delivery period instead of exercising our right of withdrawal.

(2) Force majeure conditions also include strikes, lockouts, interruptions of operation, operational restrictions and similar events which make it impossible or economically unreasonable for us to complete the contract.

8. Risk of Loss

(1) Transport or shipping shall take place at the expense and risk of the Supplier. Risk shall pass to us upon delivery of the shipment to the agreed place of performance. Until the time of shipment, the goods are to be held for us free of charge and at the risk of the Supplier.

(2) The Supplier shall also bear the risk for materials which have been delivered to him by us for treatment, processing or repair. Should we make parts or materials available to the Supplier, we reserve the right of ownership for these. In the event the provided materials are processed or altered, this processing or alteration is done for us, and we are considered the manufacturer within the meaning of section 950 (1) BGB. The same applies if our reserved goods are inseparably mixed with other items not belonging to us. The Supplier holds goods, of which we are the sole owners, on our behalf.

9. Shipping and Order Processing

The Supplier shall send us a dispatch notification immediately upon dispatch of each individual shipment. All deliveries shall include a delivery note. The invoice shall be sent to us in duplicate separately after delivery, i.e. it is not to be enclosed in the shipment.

10. Export Control and Customs

(1) The Supplier is obliged to inform us in its business documents of any authorisation requirements for (re)-exports of its goods in accordance with German, European, US export and customs regulations of the country of origin of its goods. For this purpose, the Supplier shall provide the following information at least in its offers, order confirmations and invoices for the relevant product items: the export list number according to Appendix AL to the German Foreign Trade and Payments Regulation, European Annex IV to the EC Dual-Use Regulation, European Annex I or comparable list items of relevant export lists for US goods the ECCN (Export Control Classification Number) according to the US Export Administration Regulations (EAR), the commercial policy origin of its goods and the components of its goods, including technology and software, the statistical goods number (HS code) of its goods, and a contact person in its company to clarify any queries from us.

(2) The Supplier is obliged to notify us in writing of all foreign trade data relating to its goods and their components and to inform us immediately (before

the delivery of the relevant goods concerned) of any changes to the above data. The Supplier has completely filled out the necessary export control declarations with the necessary documentation and has to send it signed. The order only becomes effective once the complete and signed declaration has been sent. Products that are subject to special export conditions must be reported in advance by specifying the list in which they are kept (German export list, European Annex I, European Annex IV to the EC Dual-Use Regulation or other relevant export lists).

(3) The Supplier guarantees that the information provided in the export control declaration is complete and correct. Should there be any changes in the future regarding the delivery items that change the export control classification of goods, the Supplier shall inform us immediately of these changes.

(4) The Supplier releases us from all claims or other sanctions that arise against us due to breaches of export control law in connection with the delivery items.

11. Warranty

(1) In accordance with the applicable statutory rules, the Supplier fully and unconditionally warrants the goods delivered. The Supplier's warranty regarding the goods delivered or the services performed, as well as its liability for any consequential damage is determined exclusively in accordance with the provisions of the law. Any limitation or exclusion of liability regarding this matter is invalid. In particular, the Supplier warrants

- the proper functioning of the delivered items
- the adherence to the specified data and characteristics
- proper workshop design and material quality
- the adherence to applicable accident prevention regulations and workplace guidelines
- compliance with the recognised rules of technology and the state of the art, the freedom of the delivered goods from rights (including property rights) of third parties.

(2) We can request that the deliveries or services be accompanied by audit reports or an adequate number of free samples for comparative measurements.

(3) In the event of material defects, we have the right to either supplementary performance or a reduction in price. Should the material defect not be insignificant, we are furthermore entitled to withdraw from the contract with the Supplier. Furthermore, we are entitled to compensation in accordance with statutory provisions; this does not apply if the Supplier is not responsible for the defect.

(4) If we demand compensation, our claim for performance only expires upon actual payment of such compensation. The Supplier bears all warranty costs.

(5) The payment of the purchase price by us shall not constitute a waiver of our right to give notice of defects and to object to any incorrect delivery.

(6) To the extent of its contribution to causation and fault and in as far as the claims are based upon defects of the delivered goods, the Supplier is obligated to hold us harmless regarding all claims for damages and warranty brought forward by our customers; this also applies to consequential damages and expenses.

(7) The warranty period extends for 2 years after delivery.

12. Property Rights of Third Parties

The Supplier guarantees that no third-party rights are violated in connection with its delivery/performance. If third parties should bring forward claims against us based upon an infringement of their rights resulting from the goods delivered or services performed by the Supplier, the Supplier is obligated to hold us harmless from these claims upon our first written request and to indemnify us of all expenses arising from or in relation to our defence against any such claims.

13. Confidentiality

(1) Each Supplier shall use all documents and knowledge that it receives in connection with this agreement only for the purposes of this agreement and with the same care as its own corresponding documents and knowledge.

(2) There is a duty of confidentiality vis-à-vis third parties if STEINERT GmbH designates them as confidential or if it has an obvious interest in their confidentiality. This obligation begins with the first receipt of the documents or knowledge and ends 5 years after the end of the cooperation.

14. Prohibited Substances and Substances Subject to Declaration

The Supplier confirms that the delivered products:

- Are not subject to registration in the sense of REACH or are already reg-

istered by the upstream supplier and do not contain any substances according to the current SVHC candidate list.

- Do not contain any hazardous substances as defined in Directive 2015/863/EU (RoHS 2).
- Do not contain any conflict minerals in the sense of the CMRT Directive, Rev. 5.12.

The Supplier shall immediately notify us in writing of any changes.

15. Notice Period

We are required to inspect goods delivered or services performed within 14 days of receipt. Notices regarding obvious defects will be sent within a period of 7 days. Claims for hidden defects can be asserted until the end of the warranty period.

16. Payment

(1) A cash discount of 3% will be applied to invoices paid within 30 days of delivery. Otherwise, invoices are paid net 60 days after receipt of the invoice.

(2) We are entitled to offset our Suppliers' purchase price receivables with due counterclaims. We are furthermore entitled to claim a right of retention. This also applies to receivables of other group companies against the Supplier.

(3) The Supplier is not allowed to assign its claims against us without our express consent.

17. Ineffectiveness of Individual Provisions

Should individual provisions of these Terms and Conditions of Purchase be ineffective, this does not affect the validity of the other provisions.

18. Applicable Law and Court of Jurisdiction

(1) Orders and deliveries are governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods from 11 April 1980 shall not apply.

Unless otherwise agreed, the place of performance for all obligations arising from the contractual relationship is Cologne.

(2) It is agreed that for all disputes arising from or in connection with contracts with Suppliers located in Germany or in other member states of the European Union, the exclusive place of jurisdiction is Cologne. This applies in particular to disputes regarding criminal or other non-contractual claims.

STEINERT GmbH, Cologne