

# GENERAL TERMS AND CONDITIONS OF PURCHASE OF WUPPERMANN GROUP

(Version: June 2021)

## I. Applicability

1. These general terms and conditions of purchase ("GTCP") apply to all present and future offers, deliveries and services ("Services") of companies within the Wuppermann Group ("Buyer").
2. These GTCP apply exclusively to business ventures (§ 14 BGB), legal entities under public law and special public assets ("Vendor").
3. Conflicting GTCP or any terms and conditions of the Vendor deviating from or supplementing the GTCP of the Buyer shall not apply, even if the Buyer does not expressly object to them. They only become a part of the contract when and insofar as the Buyer has expressly agreed to their applicability
4. The Code of Conduct for Suppliers of the Wuppermann Group, which is available on the Wuppermann homepage [www.wuppermann.com](http://www.wuppermann.com) under "Legal", shall apply. The Buyer and its affiliates are committed to environmentally and socially responsible corporate governance and will comply with the provisions of the Code of Conduct. The Buyer therefore expects the same conduct from all its vendors and their subcontractors.

## II. Issuing of an order and fulfilment of the contract

1. The submission of an offer is free of charge and non-binding for the Buyer. The Vendor's offers shall be binding for the Vendor for at least ten (10) working days and can be accepted by the Buyer at any time during this period.
2. The orders made by the Buyer can be cancelled free of charge up to the point that the order confirmation is received or, if no order confirmation is issued, up to the point of delivery. The Vendor is obliged to confirm the order within a deadline of 3 working days via a written order confirmation or by delivery. A late order confirmation with a differing time of delivery is considered as being a new order and requires confirmation by the Buyer.
3. All obligations arising from this contract are to be fulfilled by the Vendor himself. The involvement of subcontractors is only permissible with the prior express consent of the Buyer.

## III. Prices

1. The agreed prices are fixed prices. All prices are net plus the respective applicable statutory VAT, but inclusive of packaging, insurance, shipping and other additional costs.
2. If in an individual case the Buyer assumes the cost of shipping or packaging, the most favourable mode of transport or packaging shall be chosen, unless the Buyer has specified a special type of shipping or packaging.

## IV. Payment

1. Provided nothing else has been agreed, the Buyer can choose to make payments either within 14 days after receipt of the invoice and delivery with a 3% prompt payment discount, or within 30 days after receipt of the invoice and delivery without discount. With contracts for work and labour ("*Dienst- und Werkvertrag*") the date of acceptance shall apply instead of the date of delivery.
2. If documentation, test certificates (e.g. inspection certificates) or similar documents are part of the service, the payment term shall not begin until their presentation to the Buyer. Should the Buyer accept early deliveries or services, the due date shall be determined by the agreed delivery date or date of service.
3. Payments shall take place by means of cheque or bank transfer. The payment is considered punctual when the cheque is sent by post on the due date or when the transfer is agreed with the bank on the due date.
4. The late payment interest rate is 5%. The Vendor reserves the right to assert proven higher damages caused by the delay. The Buyer reserves the right to prove that the damage occurred to the Vendor was of a lesser degree.

5. The Vendor is authorised to exercise a right of retention ("*Zurückbehaltungsrecht*") only insofar as his counterclaim is based upon an undisputed or legally determined claim. He may offset ("*aufrechnen*") solely against undisputed or legally determined counterclaims.

## V. Delivery times; late delivery

1. Unless expressly agreed otherwise in individual cases, the delivery times and deadlines given by the Buyer are binding. The Vendor must inform the Buyer without delay when circumstances are identified which might cause a delay of the delivery.
2. Relevant for the adherence to delivery dates or delivery deadlines is the receipt of the goods at the place of reception specified by the Buyer; for deliveries including setting up, assembly or other services, the acceptance ("*Abnahme*") is relevant.
3. The Vendor can only refer to the absence of necessary documents or other information which must be provided by the Buyer if those have not been sent despite a written reminder.

## VI. Retention of title

1. If the Vendor has expressly reserved the proprietary rights to the delivery item, the title to the delivery item shall pass to the Buyer upon payment for this object.
2. A declaration of extended reservation of proprietary rights ("*erweiterter Eigentumsvorbehalt*") by the Vendor (current account retention) is ineffective; it can only be effectively agreed by individual agreement between the Vendor and the Buyer.

## VII. Performance of the delivery and passing of risks

1. All deliveries by the Vendor shall take place DDU agreed place of delivery (Incoterms 2020).
2. Part-deliveries require the consent of the Buyer. If only a part-delivery is made without the consent of the Buyer, the Buyer is entitled to withdraw from the entire contract if the Buyer has no interest in the part-delivery.
3. Excess or short deliveries are only permitted in accordance with usual commercial conditions. The right to recognise or reject them remains reserved. If the Buyer does not recognise a short delivery, the Buyer is entitled to withdraw from the entire contract if the Buyer has no interest in the short delivery.

## VIII. Declaration of origin

1. The Vendor is obligated upon the demand of the Buyer to issue a supplier's declaration on the delivery item and to present this to the Buyer. Furthermore, the Vendor will allow the inspection of the proofs of origin by the customs service and issue the necessary information as well as provide any possible confirmation required.
2. The Vendor is obligated to compensate for damage which occurs due to the failure to recognise the declared origin by the authorities responsible, owing to incorrect certification or the impossibility to verify.

## IX. Liability for defects

1. The Vendor must supply the goods to the Buyer free of material defects and defects of title. In particular he has to warrant ("*gewährleisten*") that his deliveries and services correspond to the recognised codes of practice and the contractually agreed features, as well as the standards (regulations on safety, work safety, accident prevention, etc.) applicable in Germany or (if it has been communicated to the Vendor) in the destination country of the final product. The strict adherence to the agreed specifications, applicable standards and laws as well as recognised technical practices is one of the essential obligations of the Vendor under this contract.
2. The Buyer's duty to inspect incoming goods is limited to defects which are apparently evident on external assessment including those specified in the delivery papers (e.g. transport

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tation damage, incorrect and short deliveries). If the Vendor has its place of central administration in Germany, notification of defects is considered to have been made on time when they are received by the Vendor within five (5) working days after receipt of the goods or, insofar as such a defect becomes apparent at a later date, within five (5) working days after the Buyer becomes aware of the defect. If the Vendor has its place of central administration outside of Germany, any defects are in any case deemed reported in good time if the Buyer notifies the Vendor within four (4) weeks after the Buyer discovered any defects or ought to have discovered said defects.

3. In case of defects, the Vendor must carry out remedial action by either eliminating the defect or delivering a defect-free object, as chosen by the Buyer. If the remedial action chosen by the Buyer is not possible, the Vendor is entitled to another form of remedial action insofar as this is reasonable for the Buyer. If no remedial action is possible, the Vendor refuses to execute the remedial action, no attempts to carry out remedial action are made despite a reasonable deadline being set, or the remedial action fails, the Buyer is entitled to withdraw from the contract at any time within the limitation period stipulated in clause IX.6 below. The period referred to in Article 49 para. 2 of the CIGS Convention on Contracts for the International Sale of Goods (where applicable) shall not end before the expiration of the limitation period set out in IX.6.
4. The Buyer manufactures products, which in turn are incorporated into products by customers of the Buyer. If defective goods of the Vendor are used in the manufacturing of products of the Buyer and these defective goods lead to defects in said products, the Buyer may be liable to its end customers due to consequential damages, such as production losses, production of defective products, product recalls, property damage and personal injury. The Vendor is obliged to cover its liability risk through an insurance policy and provide the Buyer with evidence of the cover on request.
5. The Vendor hereby transfers – on account of fulfilment (“*erfüllungshalber*”) – all present and future rights to the Buyer to which he is entitled against his upstream supplier caused by and in relation to the delivery of defective goods or such goods which lack the agreed qualities. The Vendor shall surrender all necessary documents for the assertion of such rights to the Buyer. The Buyer shall accept the transfer.
6. Deviating from Section 438 para. 1 no. 3 and Section 634a para. 1 no. 1 of the German Civil Code (BGB), the general limitation period for claims arising from material defects or defects in title is three (3) years from delivery or, if acceptance is agreed, from acceptance. Longer statutory limitation periods shall remain unaffected. The preclusion period referred to in Article 39 para. 2 of the CIGS Convention on Contracts for the International Sale of Goods (where applicable) shall not end before the expiration of the limitation period set out in this clause IX.6.

## X. Confidentiality

1. The Buyer retains ownership and all copyrights to drawings, illustrations, calculations, descriptions and other documents which he makes available to the Vendor. The Vendor may only use these documents for the purposes of the cooperation with the Buyer and may not reproduce them or make them available to third parties or use them for other purposes without the express consent of the Buyer. This shall also apply after termination of the contract. The Vendor shall return these documents at the Buyer's request if they are no longer required by the Vendor in the ordinary course of business. Any copies made of them by the Vendor shall be destroyed in this case, with the exception of storage within the scope of statutory storage obligations

2. Para. 1 shall apply accordingly to tools, templates, samples and other objects which the Buyer provides to the Vendor for production.
3. If the Vendor culpably breaches obligations under X.1 or X.2, it shall pay the Buyer a contractual penalty in the amount of EUR 10,000. The Buyer shall be entitled to claim the contractual penalty in addition to performance and as the minimum amount of any damages owed by the Vendor under the statutory provisions; this shall not affect the assertion of damages in excess thereof.

## XI. Place of performance, jurisdiction and applicable law

1. The place of performance for all obligations arising from the contractual relationship is the registered office of the Buyer.
2. Place of jurisdiction is the registered office of the Buyer. In addition, the Buyer has the right to sue the Vendor in the place of jurisdiction of the Vendor's registered office.
3. This Agreement shall be governed by German law and, to the extent applicable, the United Nations Convention on the International Sale of Goods.