

Schneeberger GmbH Terms and Conditions of Purchase as of 08/2022**§ 1**
General

- (1) These Terms and Conditions of Purchase shall apply exclusively to all offers, deliveries and services from suppliers to us. Contrary, additional or deviating contractual conditions of the Supplier shall not be recognized unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept delivery of the Supplier without reservation or pay for delivery with the knowledge of conflicting or deviating terms and conditions of the Supplier.
- (2) Additional or deviating provisions from these Terms and Conditions of Purchase shall only become part of the contract in written form, unless the additions or deviations are agreed verbally by us by a person authorized to represent us alone.
- (3) The Terms and Conditions of Purchase only apply to companies within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.
- (4) The Terms and Conditions of Purchase shall also apply to all future transactions with the Supplier.

§ 2
Conclusion and amendment of the contract

- (1) Orders, contracts and delivery call-offs as well as amendments and additions to them must be made in writing.
- (2) Verbal agreements prior to or upon conclusion of the contract must be confirmed in writing by Purchasing in order to be effective.
- (3) Verbal agreements after conclusion of the contract, in particular subsequent changes and additions to our Terms and Conditions of Purchase – including this written form clause – as well as ancillary agreements of any kind, must be confirmed by Purchasing in order to be effective. Individual agreements made with the Supplier in individual cases (including ancillary agreements, additions and amendments) shall always take precedence over these GTCs. Subject to proof to the contrary, a written contract or our written confirmation is decisive for the content of such agreements (written or text form; e.g., letter, e-mail, fax).
- (4) If the Supplier does not accept the order within one week of receipt, we shall be entitled to withdraw from the order. Delivery call-offs become binding if the Supplier does not object within five working days of receipt.
- (5) We reserve the right of ownership and copyright to illustrations, drawings, samples, calculations and other documents. The documents are to be used exclusively for production or delivery based on our order. Once the order has been processed, it must be returned to us unsolicited. With regard to the return obligation, the Supplier shall be liable in accordance with the principles of safekeeping against payment.
- (6) We are entitled to change the time and place of delivery as well as the type of packaging at any time by written notification with a notice period of at least seven calendar days before the agreed delivery date. The same applies to changes to product specifications, insofar as these can be implemented within the framework of the Supplier's normal production process without significant additional expense, whereby in these cases the notification period according to the preceding sentence is at least six weeks. We shall reimburse the Supplier for the proven and reasonable additional costs incurred as a result of the change. If such changes result in delivery delays that cannot be avoided with reasonable effort in the normal production and business operations of the Supplier, the originally agreed delivery date shall be postponed accordingly. The Supplier shall notify us in writing in good time before the delivery date of the additional costs or delivery delays to be expected from the Supplier if they are carefully assessed, but at least within one week of receipt of our notification in accordance with sentence 1.
- (7) We are entitled to terminate the contract at any time by written declaration stating the reason if we can no longer use the ordered products in our business operations due to circumstances that occur after conclusion of the contract. In

this case, we will pay the Supplier for the partial services it has provided.

§ 3
Prices

- (1) If no special agreement has been made, the prices are to be understood as delivery duty paid (DDP in accordance with Incoterms 2020) including packaging. Value added tax is not included. The lower price shown in the order or otherwise agreed for us is binding (delivery value).
- (2) The supplier is obliged to take back the packaging free of charge upon request.

§ 4
Terms of payment

- (1) Unless otherwise agreed in writing, the invoice shall be settled either within 14 days with a deduction of 3% discount or within 60 days without deduction from the due date of the payment claim and receipt of both the invoice and the goods or provision of the service. Payment is subject to invoice verification.
- (2) Payment shall be deemed to have been made when the payment has been authorized.
- (3) All order confirmations, delivery documents and invoices must state our order numbers, article number, delivery quantity and delivery address. If one or more of these details is missing or processing by us is delayed as part of our normal business activities, the payment periods shall be extended by the period of the delay.
- (4) In the event of late payment, we shall owe default interest at a rate of five percentage points above the base interest rate in accordance with Section 247 of the German Civil Code (BGB).

§ 5
Delivery

- (1) The delivery time specified in the order is agreed as a service period determined according to the calendar. Goods can only be delivered by truck Monday to Friday from 8:00 a.m. to 3:00 p.m.
- (2) Deviations from our contracts and orders are only permitted with our prior written consent.
- (3) Agreed dates and deadlines are binding. Compliance with the delivery date or delivery period shall be determined by the receipt of goods by us. If delivery "ex works" (DAP or DDP in accordance with Incoterms 2020) is not agreed, the Supplier must make the goods available in good time, taking into account the time to be agreed with the carrier for loading and shipping.
- (4) If the Supplier has taken over the installation or assembly and unless otherwise agreed, the Supplier shall bear all necessary ancillary costs, such as travel expenses, provision of the tool and triggers, subject to deviating regulations.
- (5) If agreed deadlines are not met, the statutory provisions shall apply. If the Supplier anticipates difficulties with regard to production, the supply of primary materials, compliance with the delivery date or similar circumstances that could prevent it from delivering on time or in the agreed quality, the Supplier must inform our ordering department immediately.
- (6) The unconditional acceptance of the delayed delivery or service does not constitute a waiver of the claims for compensation to which we are entitled due to the delayed delivery or service. This applies until full payment of the fee owed by us for the delivery or service concerned.
- (7) Partial deliveries are generally not permitted unless we have expressly agreed to them or they are acceptable to us.
- (8) Unless otherwise proven, the values determined by us during the incoming goods inspection are decisive for quantities, weights and dimensions.
- (9) In addition to the right of use to the legally permissible extent (Sections 69a ff. of the German Copyright Act (UrhG)), we have the right of use with the agreed performance characteristics and to the extent required for the contractual use of the product for software that belongs to the product scope of delivery, including its documentation. We may also make a backup copy without express agreement.

§ 6
Transfer of risk, documents

- (1) The supplier bears the risk of material damage until the goods are accepted by us or our representative at the place where the goods are to be delivered in accordance with the order.

- (2) The Supplier must provide order data on all shipping documents, delivery notes, invoices and corresponding documents. If they fail to do so, delays in processing are inevitable for which we are not responsible.

§ 7

Warranty claims and recourse

- (1) Acceptance is subject to examination for freedom from defects, in particular for correctness, completeness and suitability. We are entitled to examine the subject matter of the contract, insofar as and as soon as this is feasible in the ordinary course of business. Any defects discovered shall be reported by us immediately after discovery. In this respect, the Supplier shall waive the objection of late notification of defects.
- (2) If there is a quality assurance agreement between the supplier and us, their separate provisions shall apply with regard to the obligations to examine and notify defects to be fulfilled by us.
- (3) The statutory provisions on material defects and defects of title shall apply, unless otherwise stipulated below.
- (4) In principle, we have the right to choose the type of supplementary performance. The Supplier has the right to refuse the type of supplementary performance chosen by us under the conditions of Section 439 (2) BGB.
- (5) If the Supplier does not begin to rectify the defect immediately upon our request to do so, we shall be entitled to carry out this work ourselves or have it carried out by a third party at the Supplier's expense in urgent cases, in particular to avert acute hazards or avoid damage. In the event of defects, we shall be entitled to legal claims without restriction. Differing from this, however, the warranty period shall be 36 months, unless the item has been used for a structure in accordance with its usual use and has caused its defectiveness. The limitation period for claims for material defects begins with the delivery of the object of the contract (transfer of risk).
- (6) Upon receipt of our written notice of defects by the Supplier, the limitation period for warranty claims shall be suspended until the Supplier rejects our claims or declares the defect remedied 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 repaired parts shall begin again, unless we had to assume based on the behavior of the supplier, that they did not feel obliged to take the measure but only carried out the replacement delivery or rectification of defects for goodwill or similar reasons.
- (7) In the event of defects of title, the Supplier shall also indemnify us against any existing claims of third parties. With regard to defects of title, a limitation period of 10 years applies.
- (8) If we incur costs as a result of the defective delivery of the contractual item, in particular transport, travel, labor, material costs or costs for an incoming inspection exceeding the usual scope, the Supplier shall bear these costs.
- (9) If we take back products manufactured and/or sold by us as a result of the defectiveness of the contractual goods delivered by the Supplier or if the purchase price to us has been reduced for this reason or if we have been called upon to do so in any other way, we reserve the right of recourse against the Supplier, whereby a necessary deadline shall not be required for our rights arising from defects.
- (10) We are entitled to demand reimbursement from the Supplier of expenses that we had to bear in relation to our customers, because the latter has a claim against us for reimbursement of the expenses required for the purpose of non-fulfillment, in particular transport, travel, labor and material costs.
- (11) Notwithstanding the provisions in clause (6), in the cases of clauses (9) and (10), the limitation period shall not commence earlier than 2 months after the date on which we have fulfilled the claims made against us by our customer, but no later than 5 years after delivery by the Supplier.
- (12) If a material defect becomes apparent within 6 months of the transfer of risk, it shall be presumed that the defect was already present at the time of the transfer of risk, unless this presumption is incompatible with the nature of the item or the defect.

§ 8

Contract manufacturing

- (1) The basis for the settlement of contract work is exclusively the evidence recognized by us. The materials delivered in this context must be listed individually on a delivery note, which must be countersigned by our representative.
- (2) The Supplier shall be liable for the goods provided by us in accordance with the principles of safekeeping against payment.

§ 9

Product liability, recall, liability insurance

- (1) The Supplier is responsible for all claims asserted by third parties due to personal injury or property damage that can be traced back to a defective product supplied by it and is obliged to indemnify us from the resulting liability. 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.
- (2) The supplier must maintain product liability insurance with an appropriate amount of coverage for personal injury/property damage and provide evidence of this upon our request. Further claims for damages remain unaffected.

§ 10

Execution of work

Persons who carry out work on the factory premises in fulfillment of the contract must observe the provisions of the respective work rules and other accident prevention regulations. Liability for accidents caused to these persons on the factory premises shall be excluded insofar as this was not caused by an intentional or grossly negligent breach of duty by our legal representatives or vicarious agents.

§ 11

Proprietary Rights

- (1) The Supplier shall be responsible for ensuring that no third-party rights within the European Union have been infringed in connection with its delivery. Sentence 1 shall apply mutatis mutandis to the rights of third parties that exist outside the European Union, insofar as we demonstrably inform the Supplier of the countries listed by us to which the Supplier's product is transported.
- (2) The supplier is obliged to indemnify us from all claims made against us by third parties due to the infringement of industrial property rights mentioned in paragraph 1 and to reimburse us for all necessary expenses in connection with this claim. This claim exists regardless of whether the Supplier is at fault. Our further legal claims due to defects of title of the products delivered to us remain unaffected.

§ 12

Retention of title, resale, provision of material, tools

- (1) Materials, parts, containers and special packaging provided by us remain our property. They may only be used as intended. Processing of materials and assembly of parts shall be done for us. It is agreed that we are co-owners of the products manufactured using our materials and parts in the ratio of the value of the materials provided to the value of the overall product, which are stored for us by the Supplier in this respect.
- (2) Even if a retention of title is agreed in favor of the Supplier, we are entitled to process, modify or resell goods supplied by the Supplier in the ordinary course of business.
- (3) We reserve ownership of the tools provided. The Supplier shall use the tools exclusively for the production of the goods ordered by us. The Supplier must insure the tools belonging to us against fire, water and theft at their replacement value at their own expense. The Supplier must carry out any necessary maintenance and inspection work at its own expense and in good time. Any incidents must be reported to us immediately.

§ 13

Documents and confidentiality

- (1) All business or technical information made accessible by us (including characteristics that can be found in objects, documents or software handed over, and other knowledge or experience) must be kept secret from third parties as long as and insofar as it is not demonstrably publicly known and may be made available in the Supplier's own business only to those persons who must necessarily be consulted for their use for the purpose of delivery to us and who are also obliged to maintain confidentiality; it remains our exclusive property. This information may not be reproduced or used commercially without our prior written consent, except for deliveries to us. At our request, all information originating from us (including any copies or records made) and objects loaned by us must be returned to us immediately and in full or destroyed. We reserve all rights to this information (including copyrights and the right to apply for industrial

property rights, such as patents, utility models, semiconductor protection, etc.). Insofar as these are made available to us by third parties, this reservation of rights also applies in favor of these third parties.

- (2) Products 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 recreated tools, may not be used by the Supplier itself, nor offered or delivered to third parties.
- (3) We may store and use the Supplier's data for our own purposes in a legally permissible manner. Unless otherwise agreed, the information submitted to us shall not be deemed confidential.
- (4) The Supplier shall obligate its subcontractors accordingly.

§ 14

Applicable law, place of performance, place of jurisdiction, assignment

- (1) The contractual relationships shall be governed exclusively by German law to the exclusion of its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) The place of performance is the place where the goods are to be delivered in accordance with the order.
- (3) The place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships on which these Terms and Conditions of Purchase are based is Pforzheim. We are also entitled to sue the Supplier at our discretion at the court of its registered office or branch office or at the court of the place of performance. In the aforementioned scope, the place of jurisdiction shall also apply to claims for bills of exchange and checks as well as to claims arising from tort.
- (4) Should one or more provisions of these Terms and Conditions of Purchase be invalid or unenforceable, this shall not affect the remaining provisions.
- (5) The Supplier is not entitled to assign its claims from the contractual relationship to third parties. This does not apply in the case of monetary claims.