

General Terms & Conditions of Purchase

1. Scope, conclusion of contract

- 1.1 The present terms and conditions of purchase (hereinafter referred to as "GTCP") shall apply to all deliveries, services and offers of the suppliers (hereinafter referred to as "Supplier") of Berthold Sichert GmbH and Berthold Sichert GmbH & Co. Metallwerk KG (hereinafter collectively referred to as "Customer").
- 1.2 These GTCP shall only apply to persons who, in relation to the contractual relationship, are exercising their commercial or independent professional activity (entrepreneurs within the meaning of section 14 of the BGB [German Civil Code]) or are a legal entity under public law or a special fund under public law.
- 1.3 The GTCP shall apply exclusively; any terms and conditions of the Supplier which conflict with, deviate from or supplement these GTCP shall not be recognised unless the Customer agrees to their validity in writing. This requirement of consent shall also apply if the Customer accepts the Supplier's deliveries without reservation despite being aware of the fact that the its terms and conditions of purchase conflict with, deviate from or supplement the Supplier's terms and conditions of purchase.
- 1.4 The GTCP apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter referred to as "Goods"), irrespective of whether the Supplier manufactures the goods itself or purchases them from sub-suppliers (Sections 433 and 650 of the BGB [German Civil Code]). Unless otherwise agreed, the GTCP shall apply in the version valid at the time of the Customer's order or at least in the version communicated to the Supplier in text form as a framework agreement even for similar future contracts, without the Customer having to refer to them again in each individual case.
- 1.5 In individual cases, individual agreements with the Supplier (including ancillary agreements, additions and changes) have priority over these GTCP. For the content of such agreements, subject to the contrary evidence, a written contract or our written confirmation of the Customer shall prevail.
- 1.6 Legally relevant declarations and notifications of the Supplier regarding the contract (e.g. setting of deadlines, reminders, withdrawals) must be made in writing, i.e. in written or textual form (e.g. letter, e-mail, fax). Statutory provisions on form and further proof, in particular in case of doubt about the legitimacy of the declarant, remain unaffected.
- 1.7 References to the validity of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions therefore apply unless they are directly amended or expressly excluded in these GTCP.

2. Conclusion of contract

- 2.1 An order placed by the Customer shall be binding upon written statement or approval at the earliest. Before acceptance of the order, the Supplier must point out obvious errors (e.g. typos and calculation errors) and any incompleteness of the order, including the order documents, for the purpose of correction or completion; otherwise the contract shall be deemed not concluded.
- 2.2 The Supplier is obliged to confirm the Customer's order in writing within a period of ten days of receipt or, in particular, to execute it without reservation by sending the goods (acceptance). Delayed acceptance is considered a new offer and requires acceptance by the Customer.
- 2.3 The Customer may demand changes to the delivery items after the conclusion of the contract where it would be reasonable for the Supplier to make such changes. The effect of any such change to the contract must be given appropriate consideration from both sides, in particular with regard to higher or lower costs and lead times.
- 2.4 All correspondence concerning the contract shall be conducted exclusively with the customer's purchasing department, with reference to the order number. The contract and negotiation language shall be German.

3. Prices, terms of payment

- 3.1 The prices stated in the order are fixed prices and do not include the applicable value added tax. Unless otherwise agreed, the agreed fixed prices include the costs for packaging. The goods are to be packaged so that damages in transit are avoided. The use of packaging material shall be limited to the amount required for this purpose. Only environmentally friendly packaging may be used. The Supplier's obligation to take back the packaging is governed by the statutory provisions. Unless otherwise agreed in individual cases, the price shall also include all other services and ancillary services of the Supplier (e.g. assembly, installation) and all ancillary costs (e.g. transport costs including any transport and liability insurance).
- 3.2 Compensation for performances, presentations, negotiations and/or for the preparation of offers and projects shall not be granted unless otherwise agreed in writing.
- 3.3 Invoices can only be processed by the Customer if they contain the order number stated in the Customer's order; the Supplier is solely responsible for all consequences arising from non-compliance with these obligations.
- 3.4 Unless otherwise agreed in writing, payment of the purchase price is due upon complete delivery of goods and services and receipt of a verifiable invoice from the Supplier. The Customer shall be granted a payment period of 30 calendar days. If the Customer makes payment within 14 days of receipt of the auditable invoice, but at the earliest after receipt of the goods, the Supplier shall grant a discount of 3% on the net amount of the invoice; if payment is made within 21 days, the Supplier shall grant a discount of 2%. Payment shall be made by bank transfer. For this purpose, the Supplier must provide appropriate bank details. In case of partial deliveries, payment shall not be due until the last delivery has been made. This does not apply to successive delivery contracts. In case of bank transfers, payment shall be considered to be made on time if the bank receives the Customer's transfer order before expiry of the payment period; the Customer shall not be responsible for delays caused by the banks involved in the payment process.
- 3.5 The Supplier does not owe any interest on maturity. The statutory provisions shall apply to default in payment.
- 3.6 Insofar as the Supplier has to provide material samples, test reports, quality documents or other contractually agreed documents, the completeness of the delivery and service also requires the receipt of these documents by the Customer.
- 3.7 The Customer is entitled to set-off and retention rights as well as the defence of non-performance of the contract to the extent permitted by law. In particular, the Customer is entitled to withhold due payments as long as the Customer is still entitled to claims against the Supplier arising from incomplete or default performance.
- 3.8 The Supplier shall only have a right of set-off or retention based on counterclaims that are legally established or undisputed.

4. Delivery period and default of delivery

- 4.1 The delivery time stated in the order is binding. If the delivery time is not stated in the order and not otherwise agreed, it is two weeks from the conclusion of the contract. If the delivery is made before the agreed delivery date, the Customer reserves the right to return the goods at the expense and risk of the Supplier. If no return takes place in the case of delivery ahead of schedule, the goods shall be stored by the Customer at the Supplier's expense and risk.
- 4.2 The Supplier is obliged to notify the Customer in writing without delay if circumstances occur or become apparent to the Supplier which indicate that the agreed delivery time cannot be met.
- 4.3 If the Supplier does not provide its service or does not provide its service within the agreed delivery period or is in default, the rights of the Customer - in particular to withdraw from the contract and to claim damages - shall be determined in accordance with the statutory provisions. The regulations in Section 4.4 remain unaffected.
- 4.4 In the event of a delay in delivery, the Customer is entitled - in addition to further statutory claims - to demand lump-sum damages for delay in the amount of 1% of the net price of the delayed delivered goods per completed week, but not more than a total of 5% of the net price of the delayed delivered goods, unless the Supplier can prove that no damage or considerably less damage was caused by the delay. The Customer reserves the right to prove that a higher loss has been incurred.

5. Performance of services, risk transfer, acceptance delay

- 5.1 Delivery shall be made "carriage paid" within Germany to the location stated in the order. Should the delivery location not be specified and should no other agreement be in place, delivery shall be made to the place of use (factory). The respective delivery location is also the place of performance for the delivery and any supplementary performance (obligation to be discharged).
- 5.2 Without the prior written consent of the Customer, the Supplier shall not be entitled to have third parties (e.g. subcontractors) carry out the service for which it is responsible. The Supplier shall bear the procurement risk for its services, unless otherwise agreed in individual cases (e.g. limitation to stocks).
- 5.3 A delivery note stating the date (issue and dispatch), content of the delivery (article number and number of articles) as well as purchase order identifier (date and number) must be enclosed with the delivery. If the delivery note is missing or incomplete, the Customer is not responsible for any resulting delays in processing and payment. Separate from the delivery note, a corresponding notification of dispatch with the same content must be sent to the Customer.
- 5.4 The risk of accidental destruction and accidental deterioration of the goods shall pass to the Customer upon delivery at the place of performance. If acceptance has been agreed, this is decisive for the transfer of risk. The statutory provisions of the law on contracts for services shall apply analogously in other respects to an agreed acceptance. If the Customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- 5.5 The statutory provisions shall apply to the occurrence of default of acceptance. The Supplier must make an express offer of performance to the Customer even if a specific or ascertainable calendar period is agreed for an act or cooperation by the Customer (e.g. provision of material). If the Customer is in default with acceptance, the Supplier may require refund of its additional expenditure under the statutory provisions (Section 304 of the BGB [German Civil Code]). If the contract concerns an individual item to be manufactured by the Supplier (manufactured to specifications), the Supplier has more extensive rights only if the Customer undertook to cooperate and bears responsibility for failure to cooperate.
- 5.6 The Supplier shall provide its deliveries/services in line with state of the art technical standards. It must comply with the laws and regulations valid in the Federal Republic of Germany as well as the requirements of the authorities, adhere to judicial decisions and take the technical rules, norms and guidelines that apply at the time the contract is concluded as a basis. In particular, the Supplier shall observe the rules and regulations of the employers' liability insurance association as well as the generally recognised safety and occupational health rules. Machinery and technical work equipment must be accompanied by instructions and an EC declaration of conformity in accordance with the Machinery Directive. Wherever possible, work resources bearing a CE mark are to be used. If no mark of conformity has been issued, evidence that the above-mentioned provisions have been adhered to must be furnished at the request of the Customer.
- 5.7 The Supplier shall make its deliveries/perform its services in line with any other delivery provisions of the Customer that apply at the relevant point in time.
- 5.8 As a general rule, the Supplier is only entitled to make partial deliveries/perform partial services with the written consent of the Customer.

6. Force majeure, withdrawal from the contract

- 6.1 Force majeure shall exempt the contracting partners for the duration of the interference and within the scope of its impact from their obligations. The contractual partners are obliged to provide the necessary information immediately, within reasonable limits, and to adapt their duties to the modified conditions in good faith and to the best of their abilities.
- 6.2 The Customer shall be wholly or partially exempted from its obligation to accept the ordered delivery and shall be entitled to withdraw from the contract to this extent if the delivery is no longer usable for him - taking into account the economic aspects - on account of the delays caused by force majeure.
- 6.3 Furthermore, the Customer may withdraw from the contract if the Supplier promises, offers or grants advantages of any kind to an employee or agent of the Customer involved in the preparation, conclusion or execution of the contract or, in the Customer's interest, to a third party.
- 6.4 The statutory provisions on withdrawal from the contract remain unaffected.

7. Inspection for defects, warranty

- 7.1 The statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title of the goods (including incorrect and incomplete delivery as well as improper assembly, defective assembly, operating or instruction manuals) and in the event of other breaches of duty by the Supplier, unless otherwise stipulated below. In the event of material defects and defects of title, the Customer is entitled to demand that the Supplier remedies the defect or replaces the defective goods, at its own discretion. In this case, the Supplier shall be obliged to bear all expenses necessary for the purpose of remedying the defect or delivering a replacement.

- 7.2 In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the goods are of the agreed quality at the time of transfer of risk to the Customer. In any event, those product descriptions which – in particular by description or reference in the Customer's order – are the subject matter of the respective contract or have been incorporated into the contract in the same way as these GTCP shall be deemed to be an agreement on quality. In this regard, there is no difference whether the product description comes from the Customer, the Supplier or the manufacturer.
- 7.3 The Customer is not obligated to inspect the goods or to make inquiries about possible defects upon the conclusion of the contract. Partially contrary to Section 442 para. 1 sentence 2 of the BGB [German Civil Code], the Customer thus shall have unlimited claims based on defects even if the defect remained unknown to us due to gross negligence.
- 7.4 The statutory provisions (Sections 377 and 381 of the HGB [German Commercial Code]) shall apply to the commercial duty to inspect and give notice of defects, with the following proviso: The Customer's obligation to inspect is limited to defects that become apparent during the Customer's incoming goods inspection from external inspection, including the delivery documents (e.g. transport damage, wrong and short delivery), or which are identified during sample-based quality control by the Customer. If acceptance has been agreed, there is no obligation to inspect. Otherwise, the obligation depends on the extent to which inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The obligation to give notice of defects that are discovered later remains unaffected. Notwithstanding the Customer's duty to inspect, a complaint (notice of defect) shall in any event be deemed to be prompt and timely if it is sent within 8 calendar days of discovery of the defect or, in the case of obvious defects, of delivery.
- 7.5 Subsequent performance shall also include removal of the defective goods and reinstallation, where the goods have been installed in or attached to another item in accordance with their nature and intended use; the Customer's legal claim to reimbursement of applicable expenses shall remain unaffected. The Supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance, even if it is found that there was in fact no defect. The Customer's liability for damages in the event of an unjustified demand for the rectification of defects remains unaffected; the Customer, however, is only liable if the Customer has recognised or failed to recognise through gross negligence that there was no defect.
- 7.6 Without prejudice to the statutory rights of the Customer and the provisions in Section '5, the following shall apply: If the Supplier does not fulfil its obligation to render subsequent performance – at the Customer's option either by remedying the defect (rectification of defects) or by delivering a defect-free item (replacement delivery) – within a reasonable period of time set by the Customer, the Customer may remedy the defect itself and demand reimbursement of the necessary expenses or a corresponding advance payment from the Supplier. If the subsequent performance by the Supplier has failed or is unreasonable for the Customer (e.g. because a short deadline is no longer possible due to particular urgency, risk to operational safety or the imminent occurrence of disproportionate damage), no deadline needs to be set; the Customer shall inform the Supplier of such circumstances without delay, if possible in advance.
- 7.7 Otherwise, in the event of a material defect or defect in title, the Customer shall be entitled to a reduction of the purchase price or to revoke the contract in accordance with the statutory provisions. The Customer shall also be entitled to compensation for loss and expenses in accordance with the statutory provisions.
- 8. Producer liability**
- 8.1 Insofar as the Supplier is responsible for a product loss, the Supplier shall be obliged to exempt the Customer from third-party claims for damages at the first request, insofar as the cause of the loss is located within the Supplier's organisation and sphere of control and insofar as he is liable in the external relationship.
- 8.2 Under its obligation to indemnify, the Supplier shall reimburse expenses pursuant to Sections 683 and 670 of the BGB [German Civil Code] that arise from or in connection with a claim by third parties, including recall campaigns carried out by the Customer. The Customer shall inform the Supplier of the content and scope of recall measures – as far as possible and reasonable – and give Supplier the opportunity to comment. Other statutory claims remain unaffected.
- 8.3 The Supplier is obliged, at the request of the Customer, to maintain a product liability insurance policy with a coverage of at least € 3,000,000.00 per personal injury/property damage (lump sum). Further claims for damages by the Customer remain unaffected by this.
- 9. Quality assurance, sustainability and environmental protection**
- 9.1 All deliveries and services must be in line with the latest state of the art at the time of performance. The Supplier is therefore obliged to carry out and maintain effective quality assurance and to provide evidence of this to the Customer upon request. At the Customer's request, the Supplier shall implement a quality management system in accordance with ISO 9000 et seq. or equivalent. The Customer is entitled to inspect this quality assurance system itself or through third parties commissioned by it.
- 9.2 To the extent necessary, the Supplier is obliged to comply at its own expense with the generally applicable REACH Regulation (Regulation (EC) 1907/2006, European Chemicals Regulation for Registration, Evaluation, Authorisation and Restriction of Chemicals) and the generally applicable RoHS Directives (2011/65/EU; Restriction of Hazardous Substances' Restriction of the use of certain hazardous substances). The Supplier shall provide the Customer with evidence of this upon the Customer's request. Insofar as the REACH Regulation or the RoHS Directive prevents a transfer of obligations, the Supplier shall inform the Customer of this without delay and support the Customer fully and free of charge in the fulfilment of its obligations.
- 9.3 The Supplier is obliged to comply with the respective nationally and internationally recognised environmental protection and occupational safety regulations and to observe the general internationally applicable human rights. To this end, Supplier shall set up and continuously develop a management system in accordance with DIN ISO 14001, DIN ISO 45001 or OHSAS 18001 that is reasonable for it and shall observe the UN Global Compact Initiative.
- 9.4 The Supplier is obliged to observe all foreign trade regulations applicable in connection with a delivery and in particular to obtain all permits required under export law on its own responsibility and at his own expense.
- 9.5 The Supplier is obliged to provide the Customer with the following information in particular, if necessary, when delivering goods:
- Indication of the statistical commodity codes, in accordance with the Harmonised System of the World Customs Organisation (WCO);
 - Indication of the country of origin of the goods (where appropriate in accordance with the preferential agreements of the EU);
 - All foreign trade information and documents relevant for a shipment (weight of goods, customs number, VAT ID). The information defined under a. and b. shall be provided either as separate information in advance of a delivery or at the latest as a note on the Supplier's invoices.
- 9.6 In case of a delivery by the Supplier to the Customer of goods with American origin or goods with predominantly American origin, the Supplier undertakes to communicate the "Export Classification Number" (ECCN) and any applicable "licence regulations" or "licence exemptions" in accordance with US re-export law.
- 9.7 Insofar as the Supplier has obtained the services in whole or in part from third parties, it guarantees the Customer that it has obtained them from reliable sources which have been exported, imported or provided in compliance with the export regulations of the country of manufacture/shipment.
- 10. Supplier recourse**
- 10.1 The Customer is also entitled without restriction to its statutorily determined rights of recourse within a supplier chain (supplier recourse according to Sections 445a, 445b, and 478 of the BGB [German Civil Code]), as well as the claims for defects. The Customer is entitled in particular to demand precisely the type of supplementary performance (rectification of defects or replacement) from the Supplier that the Customer owes its customers in individual cases. The statutory right to choose (Section 439 para. 1 BGB [German Civil Code]) is not restricted by this.
- 10.2 Before the Customer acknowledges or fulfils a claim for defects asserted by his customer (including reimbursement of expenses according to Sections 445a para. 1, 439 para. 2 and 3 of the BGB [German Civil Code]), the Customer shall notify the Supplier and ask for a written statement, giving a brief description of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is brought about, the claim for defects actually granted by the Customer shall be deemed to be owed to its customer. In this case, the Supplier is responsible for supplying counter evidence.
- 10.3 The Customer's claims from supplier recourse shall also apply if the defective goods have been further processed by the Customer or another entrepreneur, e.g. by installation in another product.
- 11. Property rights**
- 11.1 The Supplier shall be responsible for ensuring that third party rights are not violated in connection with the Supplier's delivery or performance.
- 11.2 Where a claim in this regard is asserted against the Customer, the Supplier shall be obliged to indemnify the Customer against such claims. The Customer is not entitled to make any agreements with the third party without the Supplier's consent.
- 11.3 The Supplier's obligation to indemnify shall also apply to all expenses necessarily incurred by the Customer from or in connection with claims by third parties.
- 11.4 All documents, software, records and information provided to the Customer shall become the property of the Customer for its unrestricted use within the scope of the contractual purpose.
- 12. Provisions of property**
- 12.1 If the Customer provides the Supplier with material, the Customer shall remain the owner of the material. Processing or transformation by the Supplier is carried out for the Customer. If the provided material is processed or mixed with other objects not belonging to the Supplier, the Customer shall acquire co-ownership of the new object in the ratio of the value of the provided material to the other processed or mixed objects at the time of processing or mixing. If the processing or mixing is carried out in such a way that the Supplier's item is to be regarded as the main item, the Supplier shall transfer proportionate co-ownership to the Customer at this point in time. The Supplier shall hold sole ownership or co-ownership on behalf of the Customer.
- 12.2 If the Customer provides the Supplier with tools, the Customer shall remain the owner. The Supplier is obliged to use the tools exclusively for the production of the goods ordered by the Customer and to store them separately at its own expense. The Supplier shall insure the tools at replacement value at its own expense against fire, water and theft.
- 13. Confidentiality**
- 13.1 The Customer shall retain title and copyright to all illustrations, plans, drawings, calculations and other documents received. Such documents shall be used exclusively for the contractual performance and shall be returned to the Customer after completion of the contract. The Supplier is obliged to keep all illustrations, plans, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with the express consent of the Customer. The obligation of secrecy also extends to personal data. The obligation of nondisclosure shall also apply after the fulfilment or failure of this contract. Subcontractors shall be required to enter into the above confidentiality obligations by the Supplier.
- 13.2 The conclusion of the contract is to be treated confidentially. The Supplier's advertising materials may only refer to the business transaction with the Customer with the latter's written consent. The parties undertake to treat all commercial or technical details which are not public knowledge and which become known to them through the business relationship as trade secrets. Subcontractors shall be required to enter into the above confidentiality obligations.
- 14. Limitation**
- 14.1 The claims of the contracting parties against each other shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 14.2 Contrary to Section 438 para. 1 no. 3 of the BGB [German Civil Code], the general limitation period for claims for defects shall be 3 years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period shall commence on acceptance. The 3-year period of limitation shall also apply accordingly to claims arising from defects of title, whereby the statutory period of limitation for third-party claims for return based on real rights (Section 438 para. 1 no. 1 of the BGB [German Civil Code]) shall remain unaffected; furthermore, claims arising from defects of title shall not become statute-barred under any circumstances as long as the third party can still assert the right – in particular in the absence of a period of limitation – against the Customer.
- 14.3 The limitation periods under sale of goods law including the above extension apply – to the extent permitted by law – to all contractual claims for defects. Insofar as the Customer is also entitled to non-contractual damages for loss due to a defect, the standard statutory limitation period (Sections 195 and 199 of the BGB [German Civil Code]) shall apply, unless applying

the limitation periods under sale of goods law results in a longer limitation period in individual cases.

15. Choice of law and place of jurisdiction

- 15.1 These GTCP and the contractual relationship between the Customer and the Supplier shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods, subject to mandatory provisions of international private law.
- 15.2 If the Supplier has no general place of jurisdiction in Germany or if the Supplier is a merchant, legal entity under public law or special fund under public law, the registered office of the Customer in Berlin shall be the exclusive – and international – place of jurisdiction for all disputes arising from the contractual relationship. However, in all cases, the Customer shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTCP or an overriding individual agreement or at the general place of jurisdiction of the Supplier. Overriding statutory provisions, in particular those provisions concerning exclusive jurisdiction, shall remain unaffected.

Berlin, August 2020