

Scope

The following Terms and Conditions apply to all business relationships maintained between the Customer (GEALAN Formteile GmbH & Co. Holding KG and its affiliated companies) and Suppliers, insofar as their validity is not expressly excluded by statutory provisions. If the Supplier has been made aware of them and agrees to their validity, these Terms and Conditions also apply to all future transactions with the Supplier even if they are no longer expressly referred to in individual cases.

1. Orders/Written Form Provision/Amendments

1.1 The Customer places orders on the basis of the General Terms and Conditions of Purchase. No other terms and conditions will become part of the Contract, even if no express objection to them has been made. Orders, agreements and amendments are only binding if they are issued or confirmed by the Customer in writing. Verbal agreements or agreements made by telephone require subsequent written confirmation to be valid. The same applies to verbal side agreements and Contract amendments. Orders, call-offs and any amendments or supplements thereto may also be arranged via remote data transmission, e.g. email or machine-readable data storage media, at the Customer's request. No remuneration is granted for visits or preparing offers, projects, etc.

1.2 In the event of any deviation or conflict between a Supply Contract and these Terms and Conditions, the Supply Contract takes precedence over these Terms and Conditions.

1.3 The Supplier must submit a written declaration of acceptance within three (3) working days of receipt of the order. Irrespective of this, any action taken by the Supplier to fulfil an order constitutes acceptance of the order.

1.4 The Supplier is not authorized to make changes to the goods without the prior written consent of the Customer (in particular with regard to specifications, additional features or functions that have not been agreed upon in advance, drawings, conceptual designs, software, engineering designs, production processes, time and place of delivery, packaging, quality, quantities and means of transport).

1.5 If the Supplier becomes insolvent or insolvency proceedings are initiated against the Supplier, the Customer is entitled to exercise its right of extraordinary termination of the Supply Contract and/or any associated framework supply contract by providing appropriate written notice.

1.6 The quantities specified in enquiries and/or offers are merely indicative values, e.g. for price calculations, and do not constitute any obligation on the part of the Customer or any of its affiliated companies to order these quantities.

1.7 The Supplier is not entitled to pass on the order in whole or in substantial parts to third parties without prior written consent. If the Customer grants consent, the Supplier remains responsible for fulfilling the Contract.

2. Prices/Shipping/Packaging

2.1 The agreed prices are fixed prices, excluding the legally applicable VAT. Costs for packaging and transport to the shipping address or place of use we have specified and for customs formalities and customs duties are included in the indicated prices.

2.2 Each delivery must be accompanied by a delivery note featuring an exact breakdown of the delivery by type, quantity and weight. Material deliveries must also be accompanied by an inspection certificate (*Werksprüfzeugnis (WPZ)*) in accordance with DIN EN 10204/3.1. In the absence of any of the aforementioned documents, the delivery will be considered incomplete. Delivery notes, consignment notes, inspection certificates, invoices and all correspondence must include the order number, item number and, if necessary, the Customer object description.

2.3 Shipment is at the expense and risk of the Supplier. The goods must be packed so as to avoid damage during transit.

2.4 The Supplier is not entitled to make partial deliveries of goods

or services without our express consent. If we nevertheless accept said deliveries in individual cases, the Supplier is not entitled to invoice them until its obligation to perform has been satisfied in full.

2.5 We reserve the right to acknowledge surplus or short deliveries in individual cases.

2.6 The same applies to subsequent deliveries.

2.7 The Supplier's obligation to recover packaging is governed by the applicable statutory provisions.

3. Invoicing/Payment

3.1 All invoices along with any associated documents and data must be submitted to the Customer separately in proper digital form (invoice@gealan.com) following performance of the delivery/service. Incorrectly submitted invoices will not be deemed to have been received by the Customer until the time of correction.

3.2 Unless otherwise agreed, the Customer will settle invoices within thirty (30) days with a discount of 3% or within sixty (60) days net after receipt of the delivery/service and invoice.

3.3 The Customer is entitled to offset the claims of the Supplier against the claims of companies affiliated with the Customer. Offsetting is also permitted for claims or counter-claims that are not yet due. In this case, settlement is made on the value date.

3.4 The following conditions apply to the billing of hourly work under the terms agreed with the Supplier:

a) The billable Supplier employee qualification must correspond to the requirements of the specific task.

b) Proof of hourly work must be kept separately and submitted by the Customer to an authorized person for confirmation immediately, i.e. no later than at the beginning of the week following performance of the work.

3.5 The Supplier is not entitled to assign its claims against the Customer without the prior written consent of the Customer.

3.6 Payment of goods by the Customer does not mean that the goods are considered duly acknowledged or accepted.

3.7 The goods must be transferred to us unconditionally and without regard to the payment of the purchase price. However, if we accept an offer by the Supplier for transfer of title that is conditional on the payment of the purchase price, the Supplier's retention of title expires at the latest when the purchase price for the delivered goods is paid. In the ordinary course of business, we remain authorized to resell the goods with advance assignment of the resulting claim (or alternatively the extension of simple retention of title to the resale) even before the purchase price is paid. In any case, all other forms of retention of title are excluded, in particular extended retention of title, forwarded retention of title and retention of title extended to further processing.

4. Deadlines/Delays

4.1 The agreed deadlines are binding. Receipt of goods at the Customer's designated receiving or usage point is decisive for compliance with the delivery date or deadline. Completion or handover of the work in a state that is ready for acceptance, including the handover of all documentation required by laws or ordinances along with all contractually agreed documentation in German, is decisive for timely performance of the service.

4.2 Delivery dates and quantities are determined in accordance with the agreements in the order and/or delivery call-off schedules. The Supplier hereby acknowledges that delivery dates and quantities are of material importance to the performance of the Contract and that the Customer may therefore reject a consignment of goods in whole or in part and/or return it to the Supplier at the Supplier's expense if the delivery is made before or after the delivery date or in a quantity greater than that specified in the purchase order and/or delivery call-off.

4.3 The Supplier shall take all necessary and appropriate measures to ensure that the goods are delivered to the Customer in accordance with the Contract. If the Supplier becomes aware of specific circumstances or events that will or could lead to non-

compliance with a delivery date or quantity, the Supplier shall take all necessary and appropriate remedial measures and notify the Customer immediately. If the delivery is made earlier than arranged, the Customer reserves the right to return the shipment at the Supplier's expense. If no return shipment is made in the event of early delivery, the goods will be stored at the Customer's site at the Supplier's risk and expense until the agreed date of delivery. In the event of early delivery, the Customer reserves the right to withhold payment until the originally agreed due date.

5. Customs

5.1 Upon acceptance of the order, the Supplier shall inform the Customer of the exact country of origin of the goods and submit a long-term Supplier's declaration for goods with preferential origin status for all goods originating in the EU. For deliveries from preferential countries, the Supplier shall prepare a valid EUR.1 movement certificate or include a declaration of origin on the invoice. If Supplier declarations or movement certificates prove false, the Supplier shall pay for all damages resulting therefrom.

5.2 The Supplier shall provide the Customer with legally binding information in writing concerning any licensing obligations for (re)exports of its goods in accordance with German, European, US export and customs regulations as well as the export and customs regulations of the country of origin of its goods. The Supplier shall provide the following information for this purpose:

- The export list number in accordance with Annex AL to the German Foreign Trade Ordinance or comparable list items of relevant export lists,
 - For US goods the ECCN (Export Control Classification Number) in accordance with the US Export Administration Regulations (EAR),
 - The commercial origin of its goods (in accordance with the Customs Code) and the components of its goods, including technology and software,
 - The statistical commodity code (HS code) of its goods, and a company contact to help clarify any enquiries concerning technical specifications and questions on export control.
- On request the Supplier shall notify the Customer in writing of all additional foreign trade information relating to its goods and their components and inform the Customer immediately (prior to delivery of any affected goods) of all changes to the information outlined above.

6 Force Majeure

6.1 Force majeure is only recognized if it has direct influence on the execution of this Contract. Force majeure events include but are not limited to fire, flooding, storms, earthquakes and war. They may only be invoked against the other Contracting Party if said Party is notified in writing within three (3) days of the start and end of the force majeure event. The date on which the notification is sent is decisive when determining the validity of such claims.

6.2 In the event of force majeure, we are entitled to demand delivery at a later date, without the Supplier being entitled to any claims arising herefrom.

6.3 Should an event of force majeure last longer than three (3) months or lead to the permanent impossibility of performance on the part of the Supplier, we are entitled to withdraw from the Contract in whole or in part. In this case, the Supplier is not entitled to claim compensation from us for any losses.

7. Quality

7.1 The Supplier must be certified in accordance with and comply with the currently valid edition of ISO9001; proof of certification must be provided to the Customer by presenting a corresponding certificate. The Customer and Supplier may agree in writing to deviations from the requirements.

7.2 The Supplier shall contractually oblige all of its sub-contractors to comply with the provisions contained herein.

7.3 If the Supplier repeatedly or seriously violates the agreed quality and/or quantity targets, the Customer may intervene to provide support for troubleshooting and elimination of defects within the scope of an escalation process – including with the support of third parties if absolutely necessary for capacity-related reasons. The Supplier shall cooperate in this process and reimburse the Customer for the costs actually incurred as a result of any such violation, without prejudice to other rights and claims, insofar as these costs are not disproportionate in nature. The Supplier is entitled to object to support from third parties if there is an important reason in the person of the third party (particularly competitors).

7.4 Any change in the place of production or the place of dispatch of the goods requires the prior written consent of the Customer, which shall not be unreasonably refused. The Supplier bears all costs incurred by the Customer as a result of non-compliance with this provision or otherwise due to a change of location initiated by the Supplier. The Supplier will inform the Customer without undue delay of any relocations in its supply chain as a result of sub-contractor changes.

8. Notice of Defects

The statutory provisions (Sections 377 and 381 of the German Commercial Code (HGB)) apply to the commercial obligation to inspect and give notice of defects with the following proviso: Our obligation to inspect is limited to defects that become apparent during our incoming goods inspection, which includes an external examination and an inspection of the delivery paperwork, and during our random check-based quality inspection (e.g. transport damages, incorrect and short deliveries). Insofar as acceptance has been agreed, there is no obligation to inspect. Moreover, our obligation to inspect depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered at a later time remains unaffected. In all cases, our complaint (notice of defect) shall be deemed to be without delay and in time if it is received by the Supplier within ten (10) working days.

9. Assurances, Safety, Health Protection, REACH

9.1 The Supplier guarantees and assures that all deliveries/services conform to the current state of the art along with all general technical and occupational health and safety regulations promulgated by authorities and professional associations, are in accordance with applicable environmental protection regulations and meet all other requirements imposed by statutory provisions. The Supplier shall comply with the statutory provisions (country of destination/federal state) as well as the official regulations at the place of destination with regard to environmental protection, in particular with regard to hazardous substances, dust emissions and noise. The Supplier further warrants that the goods conform to all laws and regulations that apply to them in the relevant sales markets. Machines and technical equipment must be supplied with an EC declaration of conformity or a manufacturer's declaration in accordance with the Machinery Ordinance; operating instructions must also be supplied.

9.2 If the Supplier delivers substances/mixtures that are classified as hazardous substances within the meaning of the Hazardous Substances Ordinance, or if it supplies products during the use of which the release of such substances cannot be ruled out, the Supplier shall provide the EC safety data sheet in accordance with Regulation (EC) No. 1272/2008 (CLP) without being requested to do so prior to delivery; the Supplier is prohibited from using CMR substances. The Supplier warrants that its deliveries conform to the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"). In particular, the Supplier is responsible for ensuring that the substances contained in the

products it supplies have been registered, insofar as required under the provisions of the REACH Regulation, and that the Customer is provided with safety data sheets in accordance with the provisions of the REACH Regulation or the information required under Article 32 of the REACH Regulation. Insofar as the Supplier delivers products within the meaning of Article 3 of the REACH Regulation, the Supplier is also responsible in particular for satisfying its obligation to communicate certain information in accordance with Article 33 of the REACH Regulation.

9.3 The Supplier shall use environmentally friendly products and processes for deliveries/services as well as for sub-contracted or ancillary services of third parties to the extent economically and technologically feasible.

10. Warranty Claims

10.1 The Supplier assumes a dependent quality warranty for its deliveries and services of five (5) years from the transfer of risk stipulating that its deliveries and services are

- free of defects of any kind,
- fully suitable for the intended or agreed purpose and
- have the contractually agreed or warranted characteristics during the term of the warranty.

In the event of a warranty claim, the Customer is entitled to subsequent performance. If the Supplier has provided or offered a longer or more extensive warranty, said warranty provided or offered by the Supplier applies. The statutory rights in respect of defects remain unaffected by the warranty.

10.2 The statutory provisions apply to the rights of the Supplier in the event of material defects and defects of title of the goods (including incorrect and short deliveries as well as defective assembly, operating or instruction manuals) and in the event of other breaches of duty by the Supplier, unless otherwise stipulated below.

10.3 Subsequent performance also includes the removal of the defective goods and their re-installation, provided the goods have been installed in another item or attached to another item in accordance with their nature and intended use. The Customer's statutory claim for reimbursement of corresponding expenses remains unaffected. The Supplier bears the expenses necessary for the purpose of inspection and subsequent performance even if it later becomes apparent that there was actually no defect. The Customer's obligation to pay damages in the event of an unjustified demand to remedy a defect remains unaffected; in this respect, however, the Customer is only liable if the Customer recognized or was grossly negligent in failing to recognize that there was no defect.

10.4 Without prejudice to legal rights and the provisions outlined in subsection 10: If the Supplier does not fulfil its subsequent performance obligation – at the Customer's discretion by remedying the defect (improvement) or by supplying a defect-free item (substitute delivery) – within a reasonable period set by the Customer, the Customer may remedy the defect itself and demand reimbursement of the expenses required for this from the Supplier or a corresponding advance payment. If subsequent performance by the Supplier has failed or is unreasonable for the Customer (e.g. due to particular urgency or the imminent threat of disproportionate damage), no deadline need be set; the Customer shall inform the Supplier of any such circumstances immediately, if possible in advance. Otherwise, in the event of a material defect or defect of title, the Customer is entitled to reduce the purchase price or to withdraw from the Contract in accordance with statutory provisions. In addition, the Customer is entitled to compensation for damages and expenses in accordance with statutory provisions.

10.5 The limitation period for claims for defects due to a material defect or defect of title is three (3) years from handover, unless a longer period is provided for by law. In the event of defects of title, the Supplier shall indemnify the Customer against any existing claims of third parties.

10.6 Before the Customer acknowledges or fulfils a claim for defects

asserted by one of its customers, the Customer shall notify the Supplier, briefly stating the facts and request a written statement from the Supplier in response. If no substantiated statement is made within a reasonable period and no amicable solution is reached, the claim for defects actually granted by the Customer will be considered the claim actually owed to our customer. The Supplier is responsible for providing counter-evidence in this case.

10.7 The Customer's claims from Supplier recourse also apply if the defective goods have been further processed by the Customer or another entrepreneur, e.g. by installation in another product.

11. Transfer of Risk

11.1 Risk is transferred to us upon arrival of the goods at the delivery address stated in the order, in the case of delivery with installation or assembly and after acceptance in the case of performance-related services.

11.2 The Supplier shall conduct sufficient in-process and final inspections during production insofar as parts delivered to it by sub-suppliers undergo incoming goods inspection.

12. Spare Parts Supply

The Supplier guarantees a supply of spare parts for the intended service life of the end products in which the Supplier's delivery items are installed. Unless otherwise agreed, the service life and spare parts supply period for these products is at least fifteen (15) years after the last series delivery.

13. Manufacturer Liability

13.1 In addition to claims for defects, the Customer is entitled to assert statutory claims for recourse within a supply chain (Supplier's claims for recourse in accordance with Sections 445a, 445b, 478 German Civil Code (BGB)). In particular, the Customer is entitled to demand exactly the same subsequent performance (improvement or substitute delivery) from the Supplier that the Customer owes its own customers in individual cases. This does not limit the Customer's legal right of option (Section 439 para. 1 BGB).

13.2. If the Supplier is responsible for damage to a product, it must indemnify the Customer from claims of third parties insofar as the cause lies within its sphere of control and organization and the Supplier itself is externally liable.

13.3. Within the scope of its exemption obligation, the Supplier must reimburse expenses in accordance with para. 2 that arise from or in connection with a claim by third parties including recall campaigns the Customer conducts itself. The Customer will inform the Supplier of the content and scope of recall campaigns – as far as possible and can be reasonably expected – and offer the Supplier an opportunity to make a statement pertaining thereto. Any further legal claims remain unaffected.

13.4 The Supplier undertakes to maintain commensurate product liability insurance – at a flat rate; if we are entitled to further claims for damages, these shall remain unaffected.

14. Confidentiality, Intellectual Property Rights

14.1 We reserve the property rights and copyrights to all drawings, drafts, calculations and other documents provided to the Supplier for the preparation of offers and, in the case of orders, for execution. They may only be forwarded to third parties with our written consent. The Supplier must treat them confidentially, ensure they remain inaccessible to third parties and return them to us at any time on request, at the latest immediately after the Contract has been executed. The Supplier is responsible for the proper safekeeping of these documents and is liable for loss and damage.

14.2 In the event of a breach of the confidentiality requirement, we may, without prejudice to other rights, withdraw from all current contracts with the Supplier without having to pay the Supplier any compensation.

14.3 The Supplier shall contractually oblige its employees and sub-suppliers to maintain the same level of confidentiality assured in its contractual obligation to us.

14.4 The products manufactured according to these documents along with any other documents prepared for us in connection with the execution of the order may only be passed on to third parties with our written consent.

14.5 The obligation to maintain confidentiality shall also apply after this Contract has been executed.

14.6 All documents received shall be returned to the Party that provided them without request after termination of the business relationship.

14.7 We reserve the right to require the conclusion of a non-disclosure agreement at any time.

14.8 The Supplier warrants and represents that all deliveries/services are free from third party industrial property rights, in particular that the delivery and use of the delivery items do not infringe on any patents, licences or other industrial property rights or any patent applications of third parties filed upon acceptance.

14.9 The Supplier shall indemnify the Customer and its customer's buyers against claims of third parties arising from any infringements of property rights and shall also bear all costs incurred by the Customer in connection with this upon first request.

15.Environmental Protection

Our corporate principles outline our commitment to the responsible, sustainable use of all resources. The Supplier will comply with environmental protection laws and indicate ecologically and economically sensible options in its quotations that support our efforts to realize energy-saving and resource-saving processes.

16.Social Responsibility, Code of Conduct

Our corporate principles outline our commitment to assuming social responsibility for our employees; we also expect this from our Suppliers.

16.1 It is of paramount importance to the Customer that all business activities take into account social responsibility towards their own employees and society in general. This applies both to the Customer itself and its Suppliers. The Customer and Supplier undertake to comply with the principles and rights adopted by the International Labour Organization (ILO) in the "Declaration on Fundamental Principles and Rights at Work" (Geneva, 06/98), the guidelines of the UN Global Compact Initiative (Davos, 01/9) and the UN Guiding Principles on Business and Human Rights (2011).

16.2 The Supplier shall comply with the laws of the applicable jurisdiction(s). In particular, it will not actively or passively, directly or indirectly participate in any form of bribery or violation of the fundamental rights of its employees. The Supplier shall not employ children. The Supplier shall ensure that its own suppliers also do not employ children. Children are understood to be all persons under the age of fifteen (15). Children may be employed at the age of fourteen (14) in exceptional cases if the law in the country of production allows them to work from the age of fourteen (14). The Supplier shall also assume responsibility for the health and safety of its employees in the workplace and shall promote and demand compliance with this Code of Conduct from its own suppliers to the best of its ability. The Supplier shall take the necessary organizational instructions and actions, in particular in the areas of property protection, business partner, personnel and information security, packaging and transport, in order to ensure safety and security in the supply chain.

16.3 The GEALAN Supplier Code of Conduct also applies.

17. Severability/General Provisions

17.1 If individual parts of these "General Terms and Conditions of Purchase of GEALAN Formteile GmbH & Co. Holding KG and its

affiliated companies" are legally invalid, the validity of the remaining provisions remains unaffected.

17.2 No recurrent conduct between the Supplier and the Customer and no delay or omission by the Supplier or the Customer to exercise any right or remedy granted under these Terms and Conditions of Purchase shall constitute a waiver of such rights. Any and all rights and remedies of the Customer granted in these Terms and Conditions of Purchase are cumulative and co-exist with any other rights and remedies granted by law or rules of equity applicable in any jurisdiction.

18. Language/Place of Jurisdiction/Supplementary Law

18.1 The Contract language is German. If the Contracting Parties use any other language, the German wording shall take precedence.

18.2 The courts of Hof/Saale have jurisdiction. However, the Customer reserves the right to assert claims at any other permissible place of jurisdiction.

18.3 In addition, the law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980.