

## General Purchasing Conditions

### § 1 General

1. Heinen GmbH & Co. KG ("Purchaser") purchases deliveries and services (individually and collectively "delivery item") of any kind exclusively on the following General Terms and Conditions of Purchase ("GPC"). The Purchaser's Terms and Conditions of Purchase shall apply to all business transactions with the Supplier or other contractors (hereinafter jointly referred to as "Supplier"). They shall also apply if the Purchaser accepts the delivery item without reservation in the knowledge that the Supplier's terms and conditions conflict with or deviate from the GPC. Any deviating terms and conditions of the Supplier are hereby expressly rejected.
2. Unless otherwise agreed upon, the GPC in the version valid at the time of the order or in any case in the version last communicated to the Supplier in text form shall also apply as a framework agreement for similar future contracts, without the Purchaser having to refer to them again in each individual case.
3. References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these GPC.

### § 2 Conclusion of contract

1. Only the content of the written order shall be valid. Verbally placed orders or ancillary agreements shall only become valid upon written confirmation by the Purchaser.
2. The Supplier is obliged to accept an order within a period of 10 days by means of an order confirmation. After expiry of this period, the Purchaser shall no longer be bound by the order.
3. Supplements, amendments and/or other deviations of the order confirmation from the order shall only be binding if the Supplier expressly refers to them, describing the respective deviation, and they are confirmed in writing by the Purchaser. An unconditional acceptance of goods or payment shall under no circumstances be deemed to be a confirmation. In the event of an amendment to the contract, the effects of the amendment must be appropriately taken into account and agreed by both parties, in particular with regard to additional or reduced costs and delivery dates.
4. Without a confirmation of the deviations in accordance with paragraph 3, the contract shall be concluded with the original content of the order even if the order confirmation deviates from the order.
5. The Supplier shall notify the Purchaser of obvious errors and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance. The Supplier is also required to offer the Purchaser technically or economically more favourable alternatives.

### § 3 Prices

1. The price stated in the order is binding. All prices are subject to statutory VAT.
2. The Supplier shall not grant the Customer less favourable prices and conditions than other customers if and to the extent that they offer the same or equivalent conditions to the Supplier in the specific case.

### § 4 Invoice and Payment

1. Invoices for the deliveries and services provided shall be issued in compliance with the legally stipulated compulsory information and stating the Purchaser, its address and corresponding order number. Invoices shall be sent by post to the business address or in an electronically

permissible format to the electronic mailbox [rechnung@heinen.biz](mailto:rechnung@heinen.biz).

2. Payment does not constitute an acknowledgement of proper performance or a waiver of the Supplier's liability for claims for defects.
3. Payments on account shall only be made against the provision of appropriate security in favour of the Purchaser.
4. Unless otherwise agreed upon, payments shall be made by bank transfer 14 days less 3% discount or 60 days net, in each case after delivery or performance and receipt of invoice. Payment periods shall commence on the date of receipt of the invoice by the customer.
5. The Purchaser shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In particular, the Purchaser shall be entitled to withhold due payments as long as the Purchaser is entitled to claims against the Supplier arising from incomplete or defective performance.
6. The Supplier shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

### § 5 Condition of the Deliverables, Information and Notification

1. The delivery item corresponds to the order. Unless otherwise agreed upon, specifications in the order regarding the intended use, performance, technical, physical, chemical, mechanical or other characteristics, including the DIN, ISO, VDE and other standards mentioned therein, shall be deemed to be an agreement on condition even without special reference.
2. In any case, the delivery item shall comply with the statutory regulations and technical provisions applicable at the place of delivery or at the final destination, if this is specified in the order, and shall be constructed, designed and manufactured in accordance with the state of the art. If the delivery item is a machine, it shall comply in particular with the legal requirements for machines and, in addition, with the relevant provisions on occupational safety and accident prevention.
3. The Supplier shall execute the order on its own responsibility, even if it takes into account suggestions or specifications of the Purchaser. Before performing the deliveries and services, the Supplier shall inform itself about the conditions at the place of delivery or at the final destination, if this is specified in the order. In particular, he must familiarize himself with the climatic and environmental conditions.
4. If the Supplier has any concerns about the type of execution requested by the Purchaser or about the suitability of the delivery item for the intended purpose, it must inform the Purchaser of this in writing without delay.
5. The Purchaser may request changes to the delivery item up to the time of delivery or acceptance, if such has been agreed upon. The Supplier shall immediately submit a written offer to the Purchaser for such a change request, stating the resulting changes, in particular with regard to the original price and the delivery dates. The price calculation must correspond to the price structure of the order. Clause 2 shall apply accordingly to the commissioning of the changes.

### § 6 Delivery dates

1. The delivery dates stated in the order are binding.
2. If a delay in delivery is expected, the Purchaser must be informed immediately, stating the reasons.

3. The Purchaser shall be entitled to demand payment of a lump-sum compensation for delay for which the Supplier is responsible. This compensation shall amount to 1% of the total price of the order for each commenced week of delay for each delayed contractual date. In total, the liquidated damages may not exceed 5% of the total price of the order. The statutory rights of the customer remain unaffected by this. The lump-sum compensation for delay shall be offset against the damage caused to the customer.
4. If the Supplier is in default and the risk arises that the Purchaser is in default with its own delivery dates to its end customers, the Purchaser shall be entitled, at its option, to rescind the contract in whole or in part and, if necessary, to claim damages, in particular the Purchaser may demand that the Supplier reimburse it for the costs of measures taken by the Purchaser to prevent or shorten its own default.

### § 7 Delivery

1. Unless otherwise agreed upon, delivery shall be made DAP (Incoterms® 2020) to the Purchaser's place of receipt specified in the order. The risk of accidental loss and accidental deterioration of the delivery item shall pass to the Customer in accordance with the agreed delivery clause. If acceptance has been agreed upon, this shall be decisive for the transfer of risk.
2. If delivery ex works has been agreed upon in individual cases, the Supplier shall ensure the most favourable shipment for the Purchaser and the correct declaration. In this case, the Supplier shall also be liable for any damage in transport.
3. The delivery must be accompanied by a packing list stating the date (issue and dispatch), the contents of the delivery (article number and quantity) and the date and number of the order. If the packing list is missing or incomplete, the Buyer shall not be responsible for any resulting delays in processing and payment. Separate from the packing list, the Supplier shall send the Purchaser a dispatch note with the same content.
4. Packaging is included in the price. If, by way of exception, something else has been agreed, the packaging shall be charged at actual cost. The Supplier shall select the packaging specified by the Customer, if applicable, and shall generally ensure that the packaging protects the delivery item from damage and the usual transportation risks. If the packaging is returned, at least 2/3 of the invoiced value shall be credited.

### § 8 Quality Assurance and Audit

1. The Supplier shall maintain an effective quality assurance system and provide evidence thereof to the Purchaser upon request. For this purpose, the Supplier shall use a quality assurance system in accordance with ISO 9000 ff. or equivalent and manufacture and test the delivery items in accordance with the rules of this quality management system. This applies to all products, irrespective of whether the Supplier manufactures them itself or purchases them from third parties (if applicable as a dealer). In particular, the Supplier shall check the number and quality of the delivery items for conformity with the order prior to delivery.
2. The Purchaser shall be entitled to inspect the Supplier's quality assurance system itself or through third parties commissioned by the Purchaser after prior notice.
3. Insofar as it is subject to the statutory obligation to inspect and give notice of defects, the Purchaser shall, after delivery of delivery items, randomly check by external inspection within a reasonable period of time whether they correspond to the ordered quantity and the ordered type, whether there is externally

recognizable transport damage or externally recognizable defects. If acceptance has been agreed upon, there is no obligation to inspect incoming goods.

4. If the Purchaser identifies damage or a defect during the aforementioned inspections, it shall notify the Supplier thereof without delay. If the Purchaser discovers any damage or defect at a later date, it shall also notify the Supplier thereof without delay. The Purchaser shall not be obliged to carry out any further inspections and notifications vis-à-vis the Supplier other than those mentioned above.

#### § 9 Liability for defects

1. The Supplier guarantees that the delivery item complies with the agreed quality and the statutory provisions applicable to its use as well as the latest state of the art.
2. In the event of defects in the delivery item, the Purchaser shall be entitled to the statutory rights in addition to the rights granted to it by these GPC. The Purchaser shall choose the type of subsequent performance. The place of subsequent performance shall be, at the Purchaser's option, the place of delivery or the place of acceptance, if such has been agreed upon, or the final destination of the delivery item, if this is specified in the order. The Supplier shall bear all expenses necessary for subsequent performance, including dismantling and installation costs. The costs incurred by the Supplier for the purpose of inspection and subsequent performance (including any dismantling and installation costs) shall be borne by the Supplier even if it turns out that there was actually no defect. The Purchaser's liability for damages in the event of an unjustified request to remedy defects shall remain unaffected; in this respect, however, the Purchaser shall only be liable if it recognized or was grossly negligent in not recognizing that there was no defect. The Supplier shall take into account the operational requirements of the Purchaser when carrying out the supplementary performance.
3. In urgent cases, in particular where there is a risk of serious damage, or if the Supplier does not respond immediately to the request for subsequent performance or does not remedy the defect within a reasonable period of time, the Purchaser may, if it has informed the Supplier in advance, or if it was not possible to inform the Supplier due to the particular urgency, procure subsequent performance itself or through third parties at the expense and risk of the Supplier and demand a reasonable advance payment for this. All costs and expenses incurred as a result, including the Purchaser's wage and other costs, shall be borne by the Supplier.
4. Should the Purchaser exercise its right to withdraw from the contract, the Supplier shall make the relevant delivery item or parts thereof available to the Purchaser or its end customer free of charge until a sufficient replacement has been procured. The costs for any dismantling and removal of the delivery item shall be borne by the Supplier.
5. Before the Purchaser acknowledges or fulfils a claim for defects asserted by the end customer, it shall notify the Supplier thereof and the Supplier shall immediately respond in writing. If the statement is not made immediately or if the parties do not find an amicable solution, the claim for defects actually granted by the Purchaser shall be deemed to be owed by the Supplier; in this case, the Supplier shall be responsible for providing evidence to the contrary.
6. Warranty claims expire 24 months after acceptance by the end customer, unless a longer statutory period applies. If parts are replaced or exchanged within the scope of the warranty, the limitation period for these parts shall begin anew from completion of the rectification.

#### § 10 Product liability

1. If the Supplier is responsible for a product fault or defect, it shall be obliged to indemnify the Purchaser on first demand against claims for damages by third parties to the extent that the cause lies within its sphere of control and/or organization, or responsibility and it is itself liable in relation to third parties.
2. Within the scope of liability for cases of fault or defect within the meaning of clause 1 above, the Supplier shall also be obliged to reimburse any expenses pursuant to § 670 BGB and pursuant to § 670 BGB in conjunction with §§ 830, 840, 426 BGB. §§ 830, 840, 426 BGB, which arise from or in connection with a recall measure carried out by the Purchaser. The Purchaser shall inform the Supplier - as far as possible and reasonable - and give him the opportunity to comment. Other statutory Claims shall remain unaffected.

#### § 11 Insurance

1. The Supplier shall, at its own cost, procure and maintain a public liability, product liability and, if necessary, an all-risk assembly insurance and shall retain these insurances during the period in which it is liable to the Purchaser under or in relation to a contract. The sum insured per claim must not be less than EUR 5 million. Limits per occurrence must not be less than EUR 5,000,000. The Supplier shall submit proof of insurance to the Purchaser upon request.

#### § 12 Intellectual Property Rights and Confidentiality

1. The Supplier shall be liable for ensuring that no patent rights, copyrights or other industrial property rights of third parties are infringed by its deliveries and their utilization by the Customer. The Supplier shall indemnify the Purchaser and its customers against all claims arising from the use of such industrial property rights upon first written request. Furthermore, the Supplier shall also bear any license fees, expenses and costs that may incur in connection with or to remedy of infringements of property rights of third parties.
2. All rights and title to the plans, drawings, calculations and other documents made available to the Supplier shall remain with the Purchaser. These documents are to be used exclusively for production based on the order and, if necessary, destroyed after expiry of a legally prescribed retention period.
3. The Purchaser and the Supplier undertake to treat the order or the contract, its annexes and all information received from the other party in connection with the contract as strictly confidential and to ensure confidential treatment by their employees and project participants. They shall not disclose to third parties any information they obtain from each other in connection with the contract, except with prior written authorization. The information may not be used for any purpose other than the execution of the contract.
4. The confidentiality obligations under clause 3 shall not apply to information which is Unless otherwise stated in the order, the place of performance shall be the customer's place of business. demonstrably generally known or becomes generally known without the receiving party being responsible for this; which was already known to the receiving party before it obtained it from the other party; which came to the knowledge of the receiving party through a third party without there being a breach of a confidentiality obligation; which is independently developed by the receiving party's employees without them having knowledge of or access to the information; or the disclosure of which is lawfully required by law or regulation of a governmental or judicial authority after the receiving party has been notified in writing by the disclosing party of the request for disclosure.
5. The confidentiality obligations under Section 3 shall end five years after the conclusion of the

respective contract or, if such a contract is not concluded, after receipt of the information.

#### § 13 Provided materials

1. If the Purchaser provides materials to the Supplier, it shall retain title thereto. Processing or transformation by the Supplier shall be carried out on behalf of the Purchaser. If these retained materials are processed with other materials not belonging to the Purchaser, the Purchaser shall acquire co-ownership of the new product in the proportion of the value of its material (purchase price plus VAT) to the other processed materials at the time of processing.
2. If the material provided by the Purchaser is inseparably mixed with other materials not belonging to the Purchaser, the Purchaser shall acquire co-ownership of the new material in the ratio of the value of the reserved goods (purchase price plus VAT) to the other mixed materials at the time of mixing. If the mixing takes place in such a way that the Supplier's material is to be regarded as the main material, it is agreed that the Supplier shall transfer co-ownership to the Purchaser on a pro rata basis; the Supplier shall hold the sole ownership or co-ownership in custody for the Purchaser.
3. The Purchaser retains ownership of provided tools. The Supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by the Purchaser. The Supplier is obliged to insure the tools of the Purchaser at new value against fire, water damage and theft at its own expense. At the same time, the Supplier hereby assigns to the Purchaser all claims for compensation arising from this insurance; the Purchaser hereby accepts the assignment. The Supplier shall be obliged to carry out any necessary maintenance and inspection work on the Purchaser's tools as well as all maintenance and repair work at its own expense and in due time. He shall notify the Purchaser immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.
4. Insofar as the security interests to which the Purchaser is entitled in accordance with the above Clauses 1 or 2 exceed the purchase price of all reserved goods not yet paid for by more than 20%, the Purchaser shall be obliged to release the security interests at the Supplier's request at the Purchaser's discretion.

#### § 14 Choice of law and jurisdiction

1. The law of the Federal Republic of Germany shall apply to all legal relationships between the Purchaser and the Supplier, even if the latter has its registered office abroad. The applicability of UN Convention on Contracts for the International Sale of Goods is excluded.
2. Unless otherwise stated in the order, the place of performance shall be the Purchaser's place of business.
3. The exclusive place of jurisdiction for all disputes between the Purchaser and the Supplier shall be Oldenburg. In all cases, however, the Purchaser shall be entitled to file suit with the courts competent at the place of performance or at the Supplier's general place of jurisdiction.