

General Terms and Conditions of Purchase

HAURATON GmbH & Co. KG and HAURATON Vermietung GmbH

1. General points

- 1.1 The terms and conditions of purchase apply to all orders and purchases on the part of HAURATON GmbH & Co. KG and HAURATON Vermietung GmbH (hereinafter: "Client"). The terms and conditions of purchase apply to the exclusion of all others; any terms and conditions of the Contractor which deviate from or contradict those of the Client will be accepted only if they have been expressly agreed to in writing.
- 1.2 The acceptance of, or payment for, goods or services of the Contractor does not constitute consent, even if the acceptance or payment takes place in the knowledge of conflicting or supplementary contractual terms of the Contractor. Similarly, any previously agreed contractual terms of the Contractor which are contrary or supplementary to these terms and conditions of purchase will no longer be accepted.

2. Order, order confirmation

- 2.1 Orders, transactions and delivery call-offs and any changes or amendments to the same must take the written form. The written form requirement in these conditions will also be satisfied by remote data transmission or e-mail.
- 2.2 Oral agreements of any kind, including subsequent amendments and additions to these terms and conditions of purchase, require the written confirmation of the Client to be effective.
- 2.3 If the Contractor does not accept the order within two weeks of receipt, the Client will be entitled to revoke it.
- 2.4 Delivery call-offs in the context of order and call-off planning will become binding if the Contractor does not object to them within two working days of receipt.

3. Delivery, service time, contractual penalty in the event of disruption to performance, force majeure

- 3.1 Agreed dates and deadlines are binding. The effective date for the determination of the punctuality or otherwise of deliveries will be the date of their receipt at the destination/place of delivery designated by the Client, in accordance with Incoterms® 2010; the effective date for the determination of the punctuality or otherwise of deliveries with installation or assembly or services will be the date of their acceptance by the Client.
- 3.2 In the event of a noticeable delay in the provision of a delivery or service/subsequent performance, the Client must be notified immediately and its decision sought. Additional costs for any acceleration of transportation which may be necessary to meet a delivery deadline will be borne by the Contractor.
- 3.3 If the Contractor should default on delivery, the Client will be entitled to charge a contractual penalty of 0.3% for each full or partial working day of the delay, where the penalty may not exceed 5% of the net invoice amount. If the corresponding proviso is not stated in the case of the acceptance of deliveries, services or subsequent performance, the contractual penalty may nevertheless be imposed if the proviso is declared before the final payment is made.
- 3.4 In the case of deliveries with installation or assembly and of services, the risk will pass over to the Client at the point of acceptance; in the case of deliveries without installation or assembly, at the point of acceptance by the Client at the designated destination/place of delivery in accordance with Incoterms® 2010. In the absence of any other agreement, DDP (named destination) Incoterms® 2010 will apply if (a) the registered office of the Contractor and the destination are in the same country or (b) the registered office of the Contractor and the destination are both in the European Union. If the aforementioned conditions are not met, DAP (named destination) Incoterms® 2010 will apply in the absence of a different agreement.
- 3.5 In the absence of any other agreement, the costs of packaging appropriate to the demands of transportation will be covered by the

agreed remuneration. If the transport costs are to be borne by the Client, readiness for dispatch must be indicated immediately by providing the information pursuant to section 3.7. The Contractor must dispatch the deliveries at the lowest possible cost if the Client has not prescribed a specific mode of transport or has stipulated the conclusion of the contract of carriage by the Client. Additional costs due to the failure to observe a shipping regulation will be borne by the Contractor.

- 3.6 Force majeure, operational disruptions for which the Client is not responsible, unrest, official measures, consequences of industrial disputes and other unavoidable events will release the Client from the obligation to accept performance punctually until such time as they come to an end. During such events and for two weeks after the end thereof, the Client will be entitled without prejudice to other rights to withdraw from the contract in whole or in part, provided that these events are not of insignificant duration and our need is significantly reduced due to the associated requirement to procure the goods or services elsewhere.
- 3.7 Each delivery must come with packing slips or delivery notes stating the content and the complete order codes.
- 3.8 This will be without prejudice to further or different legal claims.

4. Payments, invoices, assignment of claims

- 4.1 Payments will be due within 30 days net unless otherwise agreed. In the case of a payment made within 14 days, the Client will be entitled to deduct a discount of 3%. The payment period will begin as soon as the delivery or service has been completed and the duly issued invoice received.
- 4.2 The order codes and numbers of each item must be specified in the invoices. If this information is missing, it will not be possible to pay the invoice. Copies of invoices must be marked as duplicates. Invoices may not be attached to the shipments but must be sent electronically to the e-mail address specified in the corresponding order.
- 4.3 If the Contractor is required to provide material tests, test protocols, quality documents or other documents, the delivery or service will be deemed incomplete unless these are also included. The deduction of a discount will also be permissible if the Client offsets or withholds payments of an appropriate amount due to defects.
- 4.4 The assignment of claims is permitted only with the prior written consent of the Client.

5. Incoming goods checks

- 5.1 Immediately after receipt of deliveries at the designated destination, the Client will check whether they correspond to the quantity and type ordered and whether any externally recognisable transport damage or externally recognisable defects are present.
- 5.2 Should the Client identify a defect during the aforementioned tests or at a later date, it will report this to the Contractor.
- 5.3 Complaints may be made within one month of provision of the delivery or service or, if the defects are not noticed until the product or service is processed, treated or used, within one month of the identification of the defects. The Contractor also waives the objection of the late notification of defects in accordance with Section 377 of the German Commercial Code (HGB). The Client accepts this waiver.
- 5.4 The Client is under no obligation vis-a-vis the Contractor to carry out tests or submit notifications which go beyond those stated above.

6. Notification of defects, liability for defects

- 6.1 Should defects be found before or at the time of transfer of risk or occur during the limitation period referred to in section 6.9, the Contractor must at its own expense and at the discretion of the Client either rectify the defects or deliver new products or provide new services which are free of defects. This applies also to deliveries in the case of which the testing has been limited to samples. The Client may choose between the options at its own reasonable discretion.
- 6.2 If the Contractor does not carry out the subsequent performance within a reasonable period set by the Client, the Client will be entitled to withdraw from the contract in whole or in part and without paying

compensation or demand a reduction in the price. It will also be entitled to rectify the defect itself or source the delivery from a new supplier or to arrange for the rectification of the defect or a new delivery from elsewhere at the Contractor's expense and to demand payment of compensation in lieu of performance.

- 6.3 The rights referred to in section 6.2 may be asserted without setting a time limit if the Client has a special interest in immediate subsequent performance to avoid a default of its own or some other exigency and if it would be unreasonable to expect the Client to require the Contractor to rectify the defect by an appropriate deadline. The statutory provisions on the dispensability of setting a deadline are unaffected.
- 6.4 The aforementioned claims will become time-barred one year after the date of notification of the defect, in no case, however, before the expiry of the limitation periods referred to in the present section 6.
- 6.5 This will be without prejudice to further or different legal claims.
- 6.6 If the Contractor should make a new delivery or rectify the defect in the context of its obligation to rectify defects, the time limits specified in section 6.9 will start again from the beginning.
- 6.7 Irrespective of the transfer of risk for the delivery, the Contractor will bear the costs and risk of the measures required for the purpose of subsequent performance (e.g. return costs, transport costs, installation and dismantling costs).
- 6.8 The statutory provisions on material and legal defects will apply unless otherwise stipulated below.
- 6.9 For deliveries without installation and assembly, the limitation period begins at the point of receipt at the destination designated by the Client; for deliveries with installation or assembly and for services, at the point of acceptance thereof. In the case of deliveries to places where the Client executes orders outside its works or workshops, the limitation period will begin at the point of acceptance by the Client, at the latest one year after the transfer of risk.
- 6.10 The Contractor will be responsible for any faults on the part of its suppliers as well as its own faults.

7. Material supplies

- 7.1 Material supplies will remain the property of the Client and must be stored separately free of charge, marked and managed as the property of the Client. Their use is permitted only for orders from the Client. In the event of a reduction in value or loss for which it is culpable, the Contractor will be liable to pay compensation, where the Contractor will also be responsible for simple negligence. The same applies also to the invoiced transfer of material associated with the order.
- 7.2 Any treatment or remodelling of the material will be carried out for the Client. The latter will immediately become the owner of the new or remodelled item. If this is not possible for legal reasons, the Client and the Contractor agree that the former will become the owner of the new item at any time the processing or remodelling takes place. The Contractor will keep the new item free of charge for the Client with all the due diligence of a prudent businessman.

8. Tools, forms, samples, confidentiality

- 8.1 No tools, forms, samples, models, profiles, drawings, standard sheets, printed templates or teachings provided by the Client or any objects produced with the aid of the above may be passed on to third parties or used for anything other than the contractual purposes without the express written consent of the Client. They must be secured against unauthorised inspection or use. Subject to further rights, the Client may demand that they be returned if the Contractor violates these obligations.
- 8.2 The Contractor may not disclose to third parties - even after the end of the contractual relationship - any knowledge or experience, documents, tasks, business processes or other information acquired from or in respect of the Client and in respect of the conclusion of this agreement and the results thereof if and to the extent that these have not lawfully become a matter of public knowledge or the Client has not given its express written consent to their disclosure in an

individual case. The Contractor will use this information exclusively for the purposes necessary for the provision of the services. If the Client has agreed to the passing on of orders to third parties, the same obligations must be imposed on the latter in writing.

9. Product liability and recall

- 9.1 In the event that claims should be asserted against the Client on the basis of product liability, the Contractor is obliged to indemnify it against such claims if and to the extent that the damage has been caused by a fault in the contractual object supplied by the Contractor. In cases of liability based on fault, however, this will apply only if the Contractor is at fault. If the cause of damage is within the scope of responsibility of the Contractor, it must prove that it is not at fault.
- 9.2 In the cases cited in section 9.1, the Contractor will bear all costs and expenses, including the costs of any legal proceedings.
- 9.3 The statutory provisions apply in addition.

10. Special rights of withdrawal and termination

- 10.1 In addition to the statutory rights of withdrawal, the Client will be entitled to withdraw from the contract in whole or in part or to terminate it if a) the Contractor should default on the provision of a delivery or service and should continue to do so for more than two weeks after receipt of a reminder or if b) the Client can no longer reasonably be expected to adhere to the contract for any other personal reason pertaining to the Contractor, taking into account the circumstances of the individual case and the interests of both parties, in particular if a significant deterioration in the financial situation of the Contractor occurs or is impending, with an attendant risk to the fulfilment of an obligation to deliver or provide a service to the Client.
- 10.2 The Client will also be entitled to terminate the contract if insolvency proceedings or a comparable procedure have been applied for or instigated concerning the assets of the Contractor.
- 10.3 In the event of termination by the Client, the latter may continue in return for appropriate remuneration to use existing equipment or goods and services already supplied by the Contractor for the continuation of the work.

11. Provisions on export control and external trade data

The Contractor must comply with all the requirements of applicable national and international customs and foreign trade law ("Foreign Trade Law"). The Contractor must furnish the Client in writing at least two weeks after the order has been placed and, in the event of changes, without undue delay, with all information and data that the Client requires to comply with foreign trade law in the case of export, import and re-export, with particular reference to:

- All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN);
- The statistical product number according to the current classification of foreign trade statistics and the HS (Harmonised System) code and
- Country of origin (non-preferential origin) and, where requested by the Client, supplier declarations on preferential origin (for European suppliers) or certificates of preference (for non-European suppliers).

12. Compliance, REACH, data protection, environmental and quality management standards

- 12.1 The Contractor is obliged to comply with the laws of the applicable legal system(s). In particular, it will not participate either actively or passively, directly or indirectly in any form of bribery, violation of the fundamental rights of its employees or child labour. It will also take responsibility for the health and safety of its employees at work and comply with environmental legislation. It will also take appropriate measures to prevent the use of so-called conflict minerals, to establish transparency concerning the origin of the relevant raw

materials and to encourage and demand the best possible compliance with this Code of Conduct by its suppliers.

- 12.2 The Contractor will put in place the necessary organisational instructions and measures, in particular in the areas of property protection, security for business partners and personnel and information security, packaging and transport, in order to guarantee security in the supply chain in accordance with the internationally recognised initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). It will protect its deliveries and services to the Client or third parties designated by the Client from unauthorised access and manipulation. It will use only reliable personnel for such deliveries and services and oblige any subcontractor likewise to take appropriate measures to do so.
- 12.3 The Client will collect personal data of the Contractor exclusively for the contractual or business purpose for which the Contractor provides its data. Personal data will be used only by HAURATON.
- 12.4 The Contractor agrees and authorises the Client to process, store and evaluate the data received in connection with the business relationship in compliance with the applicable data protection regulations.
- 12.5 The data protection declaration and further data protection information can be accessed on the HAURATON homepage under "Privacy Policy".
- 12.6 The Contractor undertakes to comply with all requirements and measures of the REACH Regulation when making deliveries to the Client.
- 12.7 The environmental and quality management standards (DIN ISO 14001 and DIN ISO 9001) of the Client must be adhered to by the Contractor.
- 12.8 If the Contractor should culpably violate the obligations set out in section 12, the Client will be entitled to withdraw from or terminate the contract without prejudice to any further claims. If it is possible to remedy the breach of duty, this right may be exercised only after a reasonable period of grace to remedy the breach of duty has elapsed fruitlessly.

13. Supplementary provisions

- 13.1 Unless otherwise stated in the order, the place of performance is HAURATON's registered office in Rastatt.
- 13.2 Fulfilment of the contract by the Client is subject to the proviso that there are no obstacles to performance due to national or international regulations under foreign trade law or embargoes and/or other sanctions.
- 13.3 The Contractor undertakes not to designate the Client as a reference customer and/or to advertise products which it has developed for the Client in the context of the contractual relationship with the same and/or to issue press releases or other public announcements in the context of the contractual relationship without the prior written consent of the Client.
- 13.4 In the absence of a regulation in the order conditions, the statutory provisions apply.
- 13.5 If the Contractor should breach its obligations under these terms and conditions, in particular in accordance with sections 3, 6, 11 and 12, it must bear all expenses and damages incurred by the Client as a result, unless the Contractor is not responsible for the breach of duty.
- 13.6 If any provision of this agreement should be or become ineffective or unenforceable, the effectiveness of the remaining provisions of this agreement will not be affected or impaired thereby. The contracting parties will then be obliged to replace the ineffective or unenforceable provision with a provision that is as similar as possible to it in terms of economic success.

14. Place of jurisdiction, applicable law

- 14.1 German substantive law and German civil procedure law apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 14.2 If the Contractor is a merchant, the exclusive place of jurisdiction is Rastatt.