

1. Scope, Subject of Contract, Form

1.1 These General Purchasing Conditions (GPC) shall apply to all business relationships with our business partners and suppliers (“Sellers”). The GPC shall only apply if the Seller is an entrepreneur (§ 14 BGB, German Civil Code), a legal entity under public law or a special fund under public law. The GPC are available for viewing and downloading on our website at www.weishaupt.de.

1.2 The GPC shall apply in particular to contracts on the sale and/or delivery of movable goods (“goods”) regardless of whether the Seller manufactures the goods itself or acquires them in turn from its own suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GPC shall be valid as a framework agreement in the version valid at the time of the Buyer’s order – or in any case in the version last communicated in text format – also for future contracts of the same kind without requiring us to refer to them again in each individual case. If the subject of contract comprises performance of work and/or services, our Additional Purchasing Conditions for Work and Services shall apply, which are available for viewing and downloading on our website at www.weishaupt.de.

1.3 These GPC shall apply exclusively. Any differing, conflicting or supplementary general terms and conditions of the Seller shall only become part of the contract if and to the extent we have expressly confirmed their validity in writing. This confirmation requirement shall apply in any case, including but not limited to the case where we are aware of the Seller’s GPC and nevertheless accept delivery from the Seller without making a reservation to this effect.

1.4 Any individual covenants agreed on a case-to-case basis with the Seller (including any framework agreements, side agreements or amendments) shall in all cases have precedence over these GPC. The content of such covenants shall be defined by a written agreement or our written confirmation unless proof of the contrary is provided.

1.5 All legally relevant statements and notifications of the Seller regarding the contract (e.g. setting of time limits, reminders, cancellation) shall be made in writing, i.e. in written/text form (e.g. letter, e-mail, telefax). The formal legal requirements and other evidence required – particularly in case of doubt about the legitimation of the person making the statement – shall remain unaffected.

1.6 All references to the applicability of legal provisions are only made for clarification. Hence, any such legal provisions shall apply in any case also without such clarification unless they are directly modified or expressly excluded in these GPC.

2. Conclusion of Contract

2.1 All offers shall be directed exclusively to our Purchasing department.

2.2 Our purchase order shall not be deemed as binding until submitted or confirmed in writing. The Seller shall be obliged to make us aware of any obvious errors (e.g. typing or arithmetic errors) or missing elements in the purchase order, including the order documentation, to enable us to correct and/or complete them before acceptance; otherwise the contract shall not be effective.

2.3 The Seller is requested to confirm our purchase order in writing within 6 working days or execute it without any reservation specifically by shipping the goods (acceptance). Belated acceptance shall be deemed a new offer and require acceptance by us.

3. Period of Delivery and Delay in Delivery

3.1 The period of delivery stated by us in the purchase order shall be binding. If a period of delivery is not specified in the purchase order and has not been agreed in any other way, it shall be three weeks from conclusion of contract. The Seller

shall be obliged to inform us immediately in writing if it is anticipated that an agreed period of delivery cannot be adhered to – regardless for which reason.

3.2 If the Seller should fail to effect performance within the agreed period of delivery or be in default, our rights shall be governed by the legal provisions – including but not limited to cancellation and claims for damages. The provisions of paragraph 3 shall remain unaffected.

3.3 If the Seller should be in default, we shall be entitled to demand – in addition to any further legal claims – liquidated damages for delay in the amount of 0.1% of the net price of the delayed goods for each working day of default, however, not exceeding a total of 5% of the net price of the goods delayed.

We shall be at liberty to prove that a higher loss has occurred. The Seller shall be at liberty to prove that a loss has not occurred at all or is substantially lower than claimed.

4. Performance, Delivery, Passing of Risk, Default of Acceptance, Property Rights, Spare Parts

4.1 The Seller shall not be entitled without our prior written consent to have its contractual obligations performed by any third party (e.g. subcontractor). The Seller shall bear the risk of procurement for its services unless otherwise agreed in each individual case (e.g. limited to stocks).

4.2 Delivery shall be made to the place specified in the purchase order in accordance with the applicable version of Incoterms DDP.

If a destination is not specified, and in default of any other agreement, delivery shall be made to our domicile in 88477 Schwendi. The destination shall also be the place of performance for delivery and any supplementary performance that may be required (obligation to be discharged at creditor’s domicile).

4.3 Any partial or early shipments shall not be acceptable without our consent.

4.4 Delivery shall be accompanied by a delivery note specifying the date (of issue and shipment), content of the shipment (article number and quantity) and our purchase order identification (date and number). If the delivery note should be missing or incomplete, we shall not be liable for any resulting delays in handling and payment.

4.5 The risk of accidental loss and accidental deterioration of the goods shall pass to us on delivery at the place of performance. If and to the extent that an acceptance procedure has been agreed (specifically, for contracts for work), this shall govern the passing of risk. In all other respects, the legal provisions of the laws on contracts for work shall also apply accordingly in the case of acceptance procedures. If we should be in default of acceptance, this shall be deemed equivalent to delivery and/or acceptance.

4.6 The beginning of our default of acceptance, if any, shall be governed by the relevant statutory provisions. However, the Seller shall be obliged to offer its services to us expressly if a specific or definable calendar date or period has been agreed for an action or cooperative duty on our part (e.g. provision of material). If we should get into default of acceptance, the Seller shall be entitled to claim compensation for its extra expenses in accordance with the statutory provisions (§ 304 BGB). If the contract should relate to an irreplaceable item to be manufactured by the Seller (custom-made item), the Seller shall be entitled to claim more extensive rights only if we had committed to cooperate and are responsible for the failure to cooperate.

4.7 We shall have the right to use software which forms part of the product package, including its documentation, to the legally admissible extent (§§ 69 a ff. UrhG - German Copyright Act)

as well as in accordance with the performance characteristics agreed and to the extent necessary for the contractual use of the product. We shall be entitled to make a backup copy also without explicit agreement. If the product should include open-source software, our purchasing conditions regarding the use of open-source software shall apply in addition; they are available for viewing and downloading on our website at www.weishaupt.de.

4.8 The Seller warrants that the goods delivered and their utilization by us do not violate any patents or other property rights of any third party and shall indemnify us from any and all claims arising out of the use of such property rights.

4.9 If it is common practice to keep spare parts in stock for the delivery item, the Seller undertakes to keep spare parts in stock accordingly for a period of 10 years and deliver them to us on demand at usual market prices.

5. Prices and terms of payment

5.1 The price specified in the purchase order shall be binding. All prices shall be understood as fixed prices exclusive of value added tax at the legal rate.

5.2 Unless otherwise agreed in each individual case, the price shall include all services and incidental services of the Seller (e.g. assembly, installation) as well as any incidental expenses (e.g. proper packaging, transport costs including any transport and liability insurance, customs duties and taxes).

5.3 The agreed price shall be due and payable within 60 calendar days from completion of delivery and services (including acceptance, if agreed) and receipt of an invoice in due form. The invoice shall be sent as single copy to the address indicated in the purchase order, specifying the invoice and purchase order numbers as well as any other reference information; it must not be enclosed with the shipment of goods.

5.4 The Seller shall grant a 3% discount on the net invoice amount if we make payment within 20 calendar days. The Seller shall grant a 2% discount on the net invoice amount if we make payment within 30 calendar days. In the case of bank transfer, payment shall be deemed effected in due time if our bank transfer order is received at our bank before expiry of the term of payment; we shall not be held responsible for any delays occurring between the banks involved in the payment transaction.

5.5 We shall not be liable for any interest after due date. Apart from that, the statutory provisions shall govern any default of payment.

5.6 We shall be entitled to assert rights to set-off or retention as well as raise the defence of failure of contractual performance to the extent allowed by law. In particular, we shall be entitled to retain any payments due as long as we are entitled to assert claims for incomplete or defective services against the Seller.

5.7 The Seller shall only be entitled to assert a right to set-off or retention for any claims that are either uncontested or established as final and absolute.

5.8 Any claims asserted against us must not be assigned to any third party without our consent. All payments shall only be made to the Seller. All rights and duties arising out of the contracts with us shall not be transferable without our written consent.

6. Customs Regulations, Supplier's Declaration

6.1 The Seller is obliged to inform us in its business documents about any licensing requirements or restrictions for (re-)exporting its goods under the German, European, U.S. export and customs regulations as well as the export and customs regulations of the country of origin of the goods and send the information listed below for goods subject to permit in due

time before the first shipment and immediately in case of any changes to the following address:

Max Weishaupt SE
Customs and export control
Max-Weishaupt-Str. 14
88477 Schwendi
Germany

- Description of goods
- All applicable export list numbers including the Export Control Classification Number according to U.S. Commerce Control List (ECCN)
- Origin of goods according to trade regime
- Statistical commodity code (HS code)
- Contact person in Seller's company for any enquiry

6.2 The Seller shall be obliged to communicate to us with binding effect the non-preferential origin of its goods and the preferential origin prescribed in each case.

For this purpose, the Seller shall issue a long-term supplier's declaration pursuant to the applicable EU implementing regulation for supplies of goods within the European Union (EU) within a period of 30 days after our request. Furthermore, the Seller commits to enclosing the certificate of origin prescribed in each case for any shipments originating from a member country of a free trade / preferential trade agreement. The non-preferential origin shall be specified in the corresponding commercial invoice and a certificate of origin shall be issued at the Seller's cost if necessary. In the case of first delivery, the origin-related information shall be communicated at the time of the first shipment at the latest. Any changes in the origin of goods shall be notified to us immediately in writing.

6.3 In the case of shipments across customs borders, the Seller shall be obliged to enclose all documents with the shipment that are required for complete and correct import customs clearance, such as commercial invoice, delivery note and other information.

With regard to the invoice, the following must be observed:

- The invoice must reflect in addition and separately any costs not included in the price of the goods (e.g. license fees, tool costs, items provided by the Buyer).
- In the case of delivery free of charge, the Seller is obliged to state a value in the proforma invoice which reflects a price common in the market. The invoice or delivery note shall also indicate the reason for delivery free of charge (e.g. sample).

6.4 The Seller shall support us by employing all means that may be required to reduce or minimize our payment obligations with respect to customs and/or customs clearance costs.

6.5 Notwithstanding any other rights and without incurring any liability versus the Seller we shall be entitled to withdraw from the relevant contract or terminate it without notice if the Seller should repeatedly fail to meet its obligations pursuant to clauses 6.1-6.4. This shall apply in particular if any legal obligations should prohibit an import transaction (e.g. embargo orders).

7. Confidentiality and Reservation of Title

7.1 We reserve property rights and copyrights to figures, plans, drawings, calculations, procedure instructions, product descriptions and other documents. Such documents shall exclusively be used for the contractual services and returned to us after completion of the contract. Such documents as well as our business transactions and operational processes shall be kept confidential versus third parties during the term and after the end of the contract. This obligation to maintain confidentiality shall only cease to exist if and to the extent the knowledge contained in the documents submitted or about business transactions and operational processes has become public knowledge. The Seller shall expressly make all employees and subcontractors employed aware of the obligation to maintain confidentiality.

7.2 The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products)

as well as to tools, patterns, samples and other objects we provide to the Seller for production. Such objects shall be kept separately at the Seller's expense – as long as they are not processed – and insured appropriately and reasonably against destruction and loss.

- 7.3 Any processing, mixing or joining (further processing) of objects provided by us to the Seller shall be done on our behalf. The same shall apply accordingly to our own further processing of the goods delivered so that we are deemed to be the manufacturer and acquire ownership in the product in accordance with the statutory provisions at the time of further processing at the latest.
- 7.4 Transfer of ownership of the goods to us shall occur unconditionally and without being contingent upon the payment of the price. However, if we should accept a transfer proposal of the Seller that is conditional upon payment of the purchase price in an individual case, the Seller's right to reservation of title shall cease to exist on payment of the purchase price for the goods delivered at the latest. In the normal course of business, we shall be entitled to resell the goods also before payment of the purchase price subject to advance assignment of the resulting claim (alternatively, applicability of simple reservation of title extended to resale). In any case, this excludes all other forms of reservation of title, including but not limited to the overall or passed-on reservation of title and the one extended to further processing.
- 8. Defective Delivery**
- 8.1 The statutory provisions shall govern our rights in the case of defects as to quality or title of the goods (including incorrect or incomplete delivery as well as improper assembly or deficient assembly, operating, or user instructions) or other breach of duty by the Seller unless otherwise stipulated below.
- 8.2 Pursuant to the statutory provisions, the Seller shall be responsible in particular for ensuring that the goods are in the agreed condition at passing of risk to us. In any case, product descriptions shall be deemed as agreed conditions if they are subject of the relevant contract or have been included into the scope of the contract in the same way as the present GPC, particularly by identification or reference in our purchase order. It does not make any difference whether the product description originates from us, the Seller or the manufacturer. Apart from that, the Seller is responsible for delivering a product that complies with the generally accepted rules of technology and all relevant directives and regulations, including but not limited to the Directive (EC) No. 1907/2006 (REACH), the Directive 2011/65/EU (RoHS II), the Directive 2012/19/EU (WEEE), the German Electrical and Electronic Device Act, the German Battery Act and the EU Ecodesign Directive (EuP Directive).
- 8.3 Notwithstanding the provisions of § 442 para. 1 s. 2 BGB (German Civil Code) we shall be entitled to assert claims for defects without restriction also if a defect is unknown to us at the time of signing the contract owing to gross negligence.
- 8.4 With regard to the commercial duties to inspect goods for defects and notify any defects found, the statutory provisions (§§ 377, 381 HGB – German Commercial Code) shall apply with the following requirements: Our duty to inspect goods shall be limited to those defects which become obvious during our incoming goods inspection by exterior inspection of the goods including delivery documents (e.g. transport damage, wrong or short delivery) or in the quality inspection by random sampling. A duty to inspect goods does not apply insofar as acceptance is agreed.

In all other respects, this shall be governed by the reasonableness of an inspection, considering the specific circumstances of each individual case in the ordinary course of business. Our duty to notify any defects found later shall remain unaffected. Notwithstanding our duty to inspect goods, our complaint (notification of defect) shall be deemed to have

been raised immediately and in due time if it is sent within 6 working days from discovery of the defect or, in the case of obvious defects, from the date of delivery.

- 8.5 Supplementary performance shall also include dismounting any defective item and remounting if the nature and use of the item involves its installation in or on another product; our statutory right to claim compensation for such expenses shall remain unaffected. The Seller shall bear the expenses incurred for inspection and supplementary performance also if it should turn out that a defect actually did not exist. Our liability for damages in case of unwarranted request to remedy defects shall remain unaffected; however, we shall only be liable if we had recognized or failed to recognize by gross negligence that a defect did not exist.
- 8.6 Without prejudice to our legal rights and the provisions of para. 5, the following shall apply: If the Seller should fail to meet its obligation to make supplementary performance – consisting in rectification of defect (repair) or delivery of goods free of defects (replacement) at our discretion – within a reasonable time limit set by us, we shall be entitled to have the defect rectified on our own and claim compensation for the necessary expenses and/or an appropriate advance payment. If supplementary performance by the Seller should fail or be unacceptable to us (e.g. because of special urgency, operational safety in jeopardy or imminent risk of disproportionate damage), setting a time limit shall not be required; we are committed to informing the Seller about such circumstances immediately or in advance, if possible.
- 8.7 Apart from that we shall be entitled to reduce the purchase price or cancel the contract in accordance with the statutory provisions in case of a defect as to quality or title. Moreover, we shall be entitled to claim damages and reimbursement of expenses pursuant to the statutory provisions.
- 8.8 The Seller warrants traceability of its shipments and commits to submitting any and all related information to us.
- 9. Supplier Recourse**
- 9.1 In addition to claims for defects, we shall be entitled to assert our statutory rights to recourse within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 BGB) without restriction. In particular, we shall be entitled to demand the specific type of supplementary performance (repair or replacement) from the Seller that we owe to our customer in each individual case. This shall not restrict our statutory right of choice (§ 439 para. 1 BGB).
- 9.2 We shall notify the Seller, give a summary of the facts and ask for a written statement before we accept or satisfy any claim for defects asserted by a customer (including compensation for expenses pursuant to §§ 445a para. 1, 439 para. 2 and 3 BGB). If we should not receive a substantiated statement within reasonable time and if an amicable solution is not found, either, the claim for defects actually granted by us shall be deemed as appropriate versus our customer. The Seller shall be at liberty to produce proof of the contrary.
- 9.3 Our claims arising out of supplier recourse shall also apply if the defective item was subject to further processing by us or another enterprise, for example, by integration with another product.
- 10. Manufacturer's Liability**
- 10.1 If the Seller should be responsible for a damage to the product, it shall indemnify us from any claims of third parties to the extent that the cause roots in its domain of authority and organization and the Seller is liable itself in relation to external parties.
- 10.2 Within the scope of Seller's obligation to indemnify us, it shall reimburse any expenses pursuant to §§ 683, 670 BGB that

result out of or in connection with utilization of any third party, including any product recall or customer information campaigns carried out by us. We shall inform the Seller about the content and scope of any product recall or customer information campaigns – as far as possible and reasonable – and give an opportunity to make representations. Any further statutory claims shall remain unaffected.

10.3 The Seller is obliged to take out and maintain a product liability insurance policy with a flat-rate coverage of at least 5 million EUR per personal injury/property damage event and a coverage of 10 million EUR per calendar year. The Seller shall exhibit the insurance policy to us on request.

11. Statutory Limitation

11.1 The mutual claims between the contractual parties shall be subject to statutory limitation in accordance with the legal regulations except as otherwise provided below.

11.2 Notwithstanding § 438 para. 1 no. 3 BGB, the general statutory period of limitation for claims for defects shall be 3 years from the date of passing of risk. If an acceptance procedure has been agreed or is mandatory according to the law, the period of statutory limitation shall begin on acceptance. The 3-year statutory period of limitation shall apply accordingly also to any claims for defects of title, however, without affecting the statutory period of limitation for any third party's rights in rem to recover possession (§ 438 para. 1 no. 1 BGB); moreover, any claims for defects of title shall not be subject to statutory limitation as long as the third party may still assert the right against us – particularly for lack of statutory limitation.

11.3 The statutory periods of limitation of sales law including the above extension shall apply – within the limits of law – to all contractual claims for defects. If and to the extent we should be entitled to make non-contractual claims for damages for a defect, this shall be subject to standard statutory limitation (§§ 195, 199 BGB) unless application of the statutory periods of limitation of sales law should result in a longer statutory period of limitation in each individual case.

12. Cancellation, Force Majeure

12.1 In the case of a substantial deterioration of the economic and financial standing of the Seller, in particular, filing of protective or insolvency proceedings by the Seller itself or initiation of insolvency proceedings or rejection of initiation of insolvency proceedings for lack of assets, we shall be entitled to cancel the contract if proper execution of the contract seems to be in jeopardy because of said circumstances.

12.2 In the case of force majeure, lawful industrial action, interruption of operations without attributable fault, civil commotions, government interventions or other inevitable events we shall be entitled to cancel the contract in full or in part – without prejudice to our other rights – unless their duration is insignificant and if they result in a significant decrease in our demand.
The Seller is obliged to inform us immediately about any circumstances preventing it from complying with the term of delivery.

12.3 Acceptance of partial shipments or partial services after the occurrence of any of the above mentioned circumstances shall not affect the right to cancel the remaining part of the contract.

13. Compliance

13.1 The Seller is obliged to act in conformity with the law, particularly comply with anti-bribery and antitrust laws, and committed to responsible and fair conduct.

13.2 The Seller warrants to us to observe the fundamental workers' rights and the prohibition to employ children under the minimum age required for the work in accordance with the applicable national legislation. Furthermore, the Seller commits to following the fundamental principles of the International

Labour Organization (LAO) and the goals of the UN Global Compact Initiative (www.unglobalcompact.org), particularly working towards enforcement of the internationally accepted human rights, abolition of forced labour and child labour, abolition of discrimination and promotion of environmental protection goals.

14. General Provisions

14.1 These GPC and the contractual relationships between us and the Seller shall be governed by the laws of the Federal Republic of Germany, excluding the international standard regulations, particularly the UN Convention on International Sale of Goods, and the provisions on conflict of laws of international private law.

14.2 The contractual language shall be German. In case of any discrepancy in meaning between the German version and a GPC text written in a different language, the meaning of the German text shall prevail.

14.3 If the Seller is a merchant/entrepreneur pursuant to the provisions of the German Commercial Code or a legal entity under public law or a special fund under public law or if the company does not have a general domestic legal venue, the exclusive national and international legal venue for any disputes arising out of the contractual relationship shall be our domicile in Schwendi. However, we shall also be entitled to take legal action in any case at the place of performance for the delivery obligation in accordance with these GPC and/or an individual priority arrangement or at the Seller's general legal venue. Any overriding statutory provisions shall remain unaffected, in particular regarding exclusive jurisdiction.

14.4 If any individual provision of the contract or these GPC should be void in full or in part, this shall not affect the validity of the remaining provisions. The parties agree to replace any void provision by a valid one which comes as close as possible to the economic intent of the invalid provision. This shall not apply in case of violation of §§ 305-310 BGB. In such a case, the statutory provisions shall apply unless it is appropriate to make a supplementary interpretation of the contract for the purpose of filling a gap.

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