

### § 1

#### General - Scope of application

- The following GPC shall apply exclusively and conclusively, even if not agreed separately in individual cases, to all delivery transactions to us, even if the supplier specifies or refers to different terms and conditions in offers and order confirmations. Any different and deviating General Terms and Conditions of Business and Delivery of the supplier are hereby rejected and shall be deemed waived, even if they are not expressly rejected again upon conclusion of the contract or at a later date or supplement these GPC. In exceptional cases, they shall only become part of the contract if this is expressly stipulated in a separate written agreement.
- Our employees are not authorised to agree on delivery notes, receipts of receipt and the like that anything other than these GPC shall apply. These GPC are recognised at the latest with the first partial delivery of the goods (items, rights etc. in the comprehensive sense) carried out by the supplier, also for subsequent orders, even if no special reference is made to them. Our Terms and Conditions of Purchase shall also apply, as agreed, to all future transactions with the Supplier.

### § 2

#### Offer, offer documents

- Offers from the supplier are non-binding and free of charge for us.
- Orders must be confirmed immediately in writing by the supplier by signing in accordance with § 4. We reserve the right to withdraw the order if the confirmation is not received here within 14 days.
- The supplier must adhere to the enquiry or the invitation to tender in the offer with regard to quantity, quality and design and, in the event of a deviation, expressly point this out in writing. Otherwise he shall forfeit his claim to additional remuneration. He shall be bound by the offer for three months. If there are differences in the number, dimensions or weight of the delivered goods, the values determined by our incoming goods inspection shall be decisive. We reserve the right to recognise excess or short deliveries.

### § 3

#### Prices - Terms of payment - Invoicing

- The price stated in the order is binding and includes all ancillary costs. Unless otherwise agreed in writing, the price includes delivery 'free domicile', i.e. free goods acceptance at Schött-Druckguß Ge-sellschaft mit beschränkter Haftung or any other expressly agreed place of use, including packaging, insurance, etc. Unless otherwise agreed in writing, freight and packaging costs are to be paid by the supplier and shown separately on the invoices. If agreed otherwise, the freight and packaging costs are to be paid by the supplier and itemised separately in the invoices. Changes due to subsequent increases in any costs, taxes, etc. are excluded. If the price is not fixed when the order is placed, it must be given to us at the latest with the order confirmation. If we do not object within 10 working days, this price shall be deemed to have been approved by us. The type of pricing shall not affect the agreement on the place of fulfilment.
- The statutory value added tax is not included in the price. VAT must be shown separately in the supplier's invoices.
- We can only process invoices if these - in accordance with the specifications in our order - state the order number specified therein; the supplier is responsible for all consequences arising from non-compliance with this obligation. The invoice must be submitted separately immediately after delivery. Monthly invoices must also be sent by the 5th of the month following the delivery at the latest.
- In any case, payment shall only become due after receipt of an invoice that fulfils the statutory requirements. Unless otherwise agreed, we shall then pay the purchase price for invoices received from the 1st to the 15th of the month on the 30th of the current month less 3% discount, invoices from the 16th to the 31st of the month on the 15th of the following month less 3% discount or within 30 days net, from the day after delivery and corresponding receipt of invoice. If we receive the invoice before delivery, the date of receipt of the delivery is relevant for the calculation of the discount period.
- We shall be entitled to rights of set-off and retention to the extent permitted by law.
- The supplier may only assign its claim to third parties or have it collected by third parties with our written consent. Partial assignment by the supplier is excluded.

### § 4

#### Delivery time - execution

- Each order is faxed to the supplier and must be faxed back immediately with the specification or confirmation of the binding delivery time to be adhered to. The delivery time then agreed shall be binding. The reservation of timely self-delivery is excluded. The delivery period shall commence on the date of receipt of the order by the supplier. Decisive for compliance with the delivery dates or delivery periods is the receipt of the goods at the unloading point or goods receiving centre designated by us.
- In the event of a delay in delivery, we shall be entitled to demand a surcharge of 1% of the delivery value per week or part thereof, but not more than 5%, as liquidated damages for delay; we reserve the right to assert further claims. The supplier shall have the right to prove to us that no damage or significantly less damage has been incurred as a result of the delay.  
In the event of default on the part of the supplier, we may, following the fruitless expiry of a reasonable period of grace set by us, have the delivery not yet made by the supplier carried out by a third party at the supplier's expense.
- If the supplier is also unable to meet a delivery date due to force majeure, he must inform us of this immediately after becoming aware of the reason for the hindrance. In the event of force majeure that is not merely temporary, we shall be entitled either to postpone the acceptance deadline or, if our interest in the delivery is significantly reduced, to withdraw from the contract in whole or in part and, if applicable, to demand compensation. The supplier cannot derive any claims from this. In

particular, the supplier shall not be entitled to withdraw from the contract or to increase prices at its own discretion in cases of force majeure and the like which are not merely temporary.

- If initial samples / release samples are requested by us, the supplier may only start series production after written approval of the sample and release of the series.
- We may subsequently demand changes in the quality of the delivery or service within the scope of the supplier's technical capability, insofar as this is reasonable for the supplier.
- In the event of urgent, not merely temporary operational requirements of our company, e.g. as a result of force majeure, fire, flooding, the discontinuation of a product, etc., we shall be entitled to withdraw from the contract without further costs in return for a compensation payment of 5% of the agreed price of the goods not yet delivered from the respective order.
- The supplier shall inform us immediately if a delivery is subject to any export restrictions.

### § 5

#### Dispatch - Transfer of risk - Documents

- Unless otherwise agreed, delivery shall be made to the dispatch address / place of use specified by us on the order. This is also the place of fulfilment.
- The risk shall not pass to us before receipt of the goods. The supplier shall be liable for all damage, demurrage, etc. incurred before the transfer of risk.
- The supplier is obliged to enclose a delivery note with each consignment and to state our exact order number on all shipping documents and delivery notes; if he fails to do so, he shall be liable for any delays caused as a result.
- The supplier shall provide us with proof of origin with all necessary details and duly signed without delay if we request this. The same shall apply to VAT-related evidence for foreign and intra-Community deliveries.
- Partial deliveries are only permissible on the basis of agreements; otherwise we may refuse acceptance. In any case, partial deliveries are not to be regarded and labelled as independent transactions.
- The supplier shall be responsible for transport insurance.

### § 6

#### Quality - Inspection of defects - Claims for defects

- The supplier expressly warrants the use of the best, appropriate material, proper and correct assembly, correct and appropriate design for power requirements, performance and efficiency, as well as the unconditional conformity of the goods sold with the samples, specimens and descriptions supplied by him. The goods must comply with the relevant directives, ordinances and regulations, the DIN standards and requirements of the property insurers and, if applicable, have the CE certificate of conformity. If deviations from the regulations are necessary in individual cases, the supplier must obtain our written consent. This shall not limit the supplier's liability. If the supplier has reservations about the type of execution, he must inform us immediately in writing.
- We shall notify the supplier of obvious defects in the delivery as soon as such defects can be identified in the ordinary course of business. We are not obliged to inspect incoming goods. In any case, the complaint shall be deemed to have been made in good time if it is sent within the complaint period stipulated in § 377 HGB (German Commercial Code). In the case of goods for which the defect can only be detected during processing, the complaint may still be made within one week of the defect being detected. In this respect, the supplier also waives the defence of late notification of defects.  
In cases where a defect quota has been agreed with the supplier and this is exceeded, we shall be entitled to return the entire consignment at the supplier's expense and risk. If there is no separate agreement on a defect quota, we shall be entitled to return the goods if the defect quota of a consignment exceeds 1% of the respective consignment quantity.
- If the delivery or service has been carried out in accordance with the contract or if any defects identified have been rectified, we shall accept it. If a trial run is planned, acceptance shall be issued after a faultless trial run by means of a joint acceptance report. Repeat inspections by us due to defects identified during previous inspections shall be borne in full by the supplier.
- We shall be entitled to the statutory claims for defects in full. The supplier shall be obliged to bear all expenses necessary for the purpose of remedying the defect or delivering a replacement. We may also withdraw from or cancel the contract if the supplier suspends his payments not only temporarily.
- We expressly reserve the right to claim damages, in particular damages for non-performance; in particular, the supplier shall compensate us for any damage, including consequential damage, resulting from the existence of a defect. Payment of the purchase price or parts of the purchase price made prior to the discovery of defects and the acceptance or approval of documents submitted (drawings, drafts, models, samples, specimens, including intermediate products, etc.) shall not constitute an acknowledgement that the goods are free of defects and have been delivered in accordance with the contract and shall therefore not constitute a waiver of claims for the rectification of defects.
- For delivery parts that could not remain in operation due to defects, a current deadline shall be extended by the time of the interruption in operation.
- Our claims shall become time-barred within 36 months. However, the period shall not commence until the goods have been delivered in full and free of defects. Notification of defects may be made at any time up to the expiry of the limitation period, whereby the first notification of defects shall suspend the limitation period until each notification of defects has been dealt with, as long as it is not a matter of goodwill on the part of the supplier or completely insignificant defects. We shall be

entitled to remedy the defect or procure a replacement ourselves at the supplier's expense if there is imminent danger or if the supplier is in default with the fulfilment of its obligation to remedy the defect.

- Goods purchased according to the brochure are purchased on a trial basis and can be made available to the supplier within 10 working days of receipt if they do not correspond to the contractual work specified by us, without the supplier being entitled to any claims.

### § 7

#### Liability - Indemnification - Third-party property rights

- The supplier shall indemnify us against indirect third-party claims asserted against us due to poor performance on the part of the supplier. The supplier is at liberty to prove contributory causation or contributory negligence. The limitation period for the claims in this section shall be in accordance with the statutory provisions.
- If the supplier is responsible for product damage, he shall be obliged to indemnify us against third-party claims for damages, in particular product liability claims, upon first request, insofar as the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.
- In this context, the supplier is also obliged to reimburse any expenses in accordance with §§ 683, 670, 830, 840, 826 BGB.
- The supplier is obliged to maintain a product liability insurance with a lump sum cover of at least EUR 2,500,000.00 per personal injury/property damage. Proof of this must be provided to us on request. If we are entitled to further claims for damages, these shall remain unaffected.
- Our own inspections do not release the supplier from the obligation to deliver goods free of defects.
- The supplier shall also be liable for ensuring that the goods, samples and brands supplied by him are free from third-party rights of any kind and that third-party property rights, in particular patents and copyrights, are not infringed and that the goods supplied comply with all statutory regulations and official requirements, insofar as he was aware of the infringement or should have been aware of it as a specialised company. The supplier shall indemnify us against all claims for damages by third parties in the event of infringement of such rights or public law regulations. We are entitled to obtain the necessary authorisations for delivery, commissioning, use, resale, etc. of the delivery item from the holder of the property rights at the supplier's expense if the costs incurred as a result are considerably lower than the damage incurred by both parties in the event of reversal.
- The supplier must ensure the conformity of all processes, products and services, including spare parts and parts from external suppliers and externally provided processes, with all requirements of Schött as well as the applicable legal and regulatory requirements of the exporting country, the importing country and the country of destination specified by Schött, if these are communicated to the supplier.

### § 8

#### Retention of title - Provision - Rights

- We shall acquire unrestricted ownership of the goods delivered by the supplier immediately after their handover upon acceptance. The same applies to the documents supplied by the supplier. By handing over the goods, the supplier declares that he is fully authorised to dispose of them and that no rights of third parties exist. Otherwise this must be expressly stated. We shall then be entitled to a right of retention.
- If we provide parts to the supplier, we reserve title to these parts. Processing or remodelling by the supplier shall be carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item to the other processed items at the time of processing.
- If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership to us on a pro rata basis; the supplier shall hold the sole ownership or co-ownership for us.
- We reserve title to tools; the supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure the tools belonging to us at replacement value against fire, water damage and theft at his own expense. He is obliged to carry out any necessary maintenance or inspection work in good time at his own expense. He must notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.
- We reserve all rights to software produced according to our specifications (including source code), drawings, products or data of various kinds, as well as to processes and inventions developed by us. Copies may only be made to the extent that this is essential for the manufacture of the goods ordered by us. The supplier undertakes to return the documents at any time at our request and to destroy any copies made. The supplier has no right of retention.
- We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents provided by us; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production based on our order; after the order has been processed, they are to be returned to us unsolicited.

### § 9

#### Secrecy

- The supplier is obliged to keep all technical and commercial documents, sketches, data and other information received strictly confidential and not to use them for his own competitive purposes, unless we expressly agree to this in writing. They may

only be disclosed to third parties with our express written consent. The supplier is prohibited from disclosing the business relationship with us or naming us as a reference unless prior consent has been obtained.

- For each case of infringement of this obligation, the supplier shall pay us a contractual penalty in commercial transactions amounting to at least 10% of the agreed price, but no more than the amount that the supplier has otherwise obtained as a result of the infringement, if this is above the minimum amount. We shall determine the amount of the contractual penalty in each individual case at our reasonable discretion. Claims for damages are not excluded by this.
- The supplier must treat the conclusion of the contract confidentially. He may only name us as a reference to third parties with our written consent.

### § 10

#### Place of fulfilment, place of jurisdiction, choice of law, severability clause

- Unless otherwise stated in our order confirmation, the place of fulfilment for all rights and obligations arising from this legal relationship, including our payments, shall be our registered office in Menden.
- Our place of business shall be the place of jurisdiction for all disputes arising from this legal relationship. However, we shall also be entitled to sue the supplier at its general place of jurisdiction.
- The law of the Federal Republic of Germany shall apply. However, the application of the Hague Convention of 1 July 1964 concerning uniform laws on the international sale of goods and the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods shall be excluded.
- These contractual conditions shall remain valid even if individual clauses should prove to be invalid. The law shall apply in place of the invalid clause. The same procedure shall apply if a loophole requiring supplementation arises during the implementation of the contractual relationship.

Schött-Druckguß GmbH, December 2020