

General Terms and Conditions of Purchase of TRUPLAST Sonneberg GmbH & Co. KG

1. Scope

- 1.1 Our Terms and Conditions of Purchase shall only apply vis-à-vis merchants if the contract with them is part of their trading activities, and vis-à-vis corporate bodies under public law or special funds under public law.
- 1.2 All deliveries, services and offers of our suppliers shall only be performed or provided based on these General Terms and Conditions of Purchase. These Terms and Conditions shall form an integral part of all contracts, which we conclude with our suppliers for the deliveries, or services, which they offer. Only our Terms and Conditions of Purchase shall apply. Any general terms and conditions of our suppliers or of third parties shall only apply to the extent that we have expressly consented to them. Our Terms and Conditions of Purchase shall apply even if, despite knowing any terms and conditions of the Supplier, which are contrary to, or differing from them, we accept the Supplier's delivery without reservation. Even if we refer to a letter, which contains terms and conditions of the Supplier or a third party or references to them, this shall not be considered as a consent to the application of such terms and conditions.
- 1.3. Our Terms and Conditions of Purchase shall also apply to all future deliveries, services or offers provided or performed to us, even if these Terms and Conditions are not agreed separately again.

2. Orders

- 2.1 Our order shall be decisive for the conclusion and contents of the contract, independently of the Supplier's offer. Deviations from the order must be accepted by us in writing; otherwise, they shall not be binding upon us.
- 2.2 In all order confirmations, delivery documents and invoices, our order number, order date, item number(s), delivery quantity(ies), the delivery address and the full name of the Orderer shall be indicated.
- 2.3 Oral additional agreements shall only be binding upon us if we have expressly confirmed them in writing.
- 2.4 We may change the time and place of the delivery as well as the type of packaging by written notification at any time no later than 10 calendar days before the agreed delivery date. The same shall apply to changes to product specifications to the extent that they can be implemented as part of the Supplier's normal production process without considerable additional effort and expenses; in such cases, the above notification shall be given no later than 2 weeks before the agreed delivery date. We shall reimburse the Supplier the proven and reasonable additional costs incurred as a result of each change. If such changes result in delays in delivery which cannot be avoided with reasonably acceptable effort as part of the Supplier's normal production and business activities, the originally agreed delivery date shall be postponed accordingly. The Supplier shall provide us with written information on the additional costs or delays in delivery which are expected according to his careful assessment in good time before the delivery but within no more than 5 working days after the receipt of our notification pursuant to Section 2.4, Sentence 1.
- 2.5 The Supplier shall ensure that he is informed of all data and circumstances which are important for the performance of his contractual obligation as well as our intended use of his deliveries in time. Offers shall be free of charge for us.
- 2.6 The Supplier warrants that before submitting an offer, he has examined the local circumstances thoroughly and inspected documents to obtain the necessary information on the rendering of performance and the compliance with technical and other regulations. The Supplier shall check the submitted documents with regard to accuracy, feasibility and, if applicable, the performance of preliminary work by third parties, also as far as the local circumstances are concerned. He shall inform us about concerns of any kind and the reasons for them in writing immediately and reach an agreement with us concerning the continued execution of the order.

3. Prices, Set-off and Right of Retention, Delay by the Supplier

- 3.1 The price indicated in the order shall be binding. Unless otherwise agreed, prices shall be fixed prices which include delivery free domicile, duty paid, including freight, packing, customs duties, taxes and other charges (DDP pursuant to INCOTERMS 2020).
- 3.2 Unless otherwise agreed, the payment shall be performed with a 3% discount within 14 days or net within 30 days. The period for payment shall commence on the date of the receipt of the invoice by us, but not before the receipt of the goods. For the calculation of the due date for payment, any performance which was rendered before the agreed date shall not be considered rendered until the agreed date.
- 3.3 We shall be entitled to claim rights of set-off and retention within the scope of the statutory provisions at any time.
- 3.4 The Supplier shall not be entitled to assign his claims arising from the contractual relationship with us to third parties. This shall not apply to the extent that claims for money are concerned.
- 3.5 In the case of a delay in payment, we shall owe default interest amounting to 5 per cent above the base rate pursuant to Art. 247 of the German Civil Code (BGB).

4. Delivery Dates, Delivery Period and Passing of Risk

- 4.1 The delivery dates indicated in our orders shall be binding.
- 4.2 The Supplier shall inform us in writing immediately if circumstances arise or become apparent to him which lead to the conclusion that it will not be possible to comply with the agreed delivery date. This shall apply even if the Supplier assumes that the circumstances and reasons are already known to us.
- 4.3 In the case of delays in delivery, we shall be entitled to make the legal claims, including the right of withdrawal and the claim for compensation instead of performance after the fruitless expiry of a reasonable grace period.
- 4.4 In the case of delays in delivery, we may demand a contractual penalty after a prior written warning has been sent to the Supplier; such penalty will amount to 0.5% of the net order value for each week of delay or part thereof, but no more than a total of 5%. The contractual penalty shall be set off against the damage caused by delay which the Supplier must compensate.
- 4.5 The Supplier may not perform partial deliveries without our prior written consent.
- 4.6 Furthermore, the Supplier may not deliver quantities exceeding or falling below the ordered quantities. For deviations in quantity, he shall be obliged to obtain our consent. Any acceptance of goods by us shall not be considered as a consent.
- 4.7 If quality certificates have been agreed, they shall form an integral part of the delivery. The delivery will therefore not be complete until the quality certificates have been delivered to us.
- 4.8 The risk shall (even in the case of a sale by dispatch) not pass to us until the goods have been handed over at the agreed destination.

5. Product Quality and Rendering of Performance; Obligation to Inform

- 5.1 The quality of the goods shall be defined in a binding manner by the performance data and other properties specified in the Supplier's order confirmation, by the Supplier's product specifications and/or by our functional specification on which the order is based and which has been submitted to the Supplier. Information on quality, dimensions, percentages or mixing ratios which has been provided by the Supplier shall be binding unless otherwise agreed.
- 5.2 The Supplier shall bear the quality and system responsibility for the ordered deliveries and services, i.e. he shall be responsible to us for the rendering of performance in all process steps and for all performance components, independently of whether he directly or indirectly employs subcontractors in connection with the rendering of performance.
- 5.3 The Supplier shall ensure that during the rendering of performance and with regard to the deliveries and services to be performed, all legal provisions which are relevant at the time of the rendering of performance are complied with, independently of whether he directly or indirectly employs subcontractors in connection with the rendering of performance. The Supplier shall indemnify us against any

third-party claims which are based on the fact that the Supplier or any subcontractor directly or indirectly employed by him violates or does not adhere to a relevant legal provision (applicable minimum wage laws in particular).

- 5.4 For the rendering of performance, the Supplier may employ subcontractors directly or indirectly only after our prior written consent. Sections 5.1 and 5.2 shall remain unaffected thereby.
- 5.5 The Supplier shall immediately inform us of any changes of his company situation or financial circumstances if they concern the execution of our orders or may jeopardise it.

6. Acceptance, Examination of Defects, Obligations to Give Notice of Defects, Quality Control

- 6.1 If the service to be rendered consists in the performance or delivery of work, a formal acceptance shall be required. After the notice of completion has been received and all documents which are part of the rendering of service have been delivered, we shall perform the acceptance. If the inspection of the service rendered by the Supplier requires initial operation or use for test purpose, the acceptance will not be performed until the tests have been completed successfully.
- 6.2 A formal acceptance protocol of the acceptance shall be drawn up. However, the formal acceptance will not be performed until the Supplier has removed any defects which have been found. The removal of defects shall be performed immediately and no later than the expiry of a time limit set by us.
- 6.3 Delivery ready for operation shall not constitute an acceptance. Payments by us do not mean that we have accepted performance.
- 6.4 A claim for partial acceptance shall not exist.
- 6.5 The Supplier undertakes to perform a thorough outgoing goods inspection as part of his quality assurance. Such inspection shall be proved to us on request.
- 6.6 To our obligation as a business to examine and give notice of defects, the statutory provisions shall apply, provided that our obligation to examine shall be restricted to defects which are revealed during our incoming goods inspection by means of external examination – also of the delivery documents – and during quality control spot checks, e.g. obvious damage in transit, incorrect or short deliveries. The Supplier hereby waives any objections based on late notice of defects in the case of defects other than obvious ones. In any case, the notice of defects shall be considered given in time if it is sent within a period of 5 working days, counted from the receipt of the goods by us or, in the case of hidden defects, from their detection.
- 6.7 We or third parties employed by us will perform quality checks of the delivered goods in the form of spot checks. If defects are found in the course of such quality checks and we incur additional costs as a result, we shall be entitled to invoice such costs to the Supplier.

7. Liability for Defects

- 7.1 The Supplier warrants that the goods and services to be provided by him comply with our order specifications, submitted functional specification, approved samples, the relevant statutory provisions and standards (DIN standards, EC standards etc.), the state of the art and the applicable safety regulations and that, if required, the product bears the CE label and has a certificate of conformity.
- 7.2 Furthermore, the Supplier guarantees the performance data and other properties mentioned in the order confirmation.
- 7.3 We shall be entitled to make the legal claims for defects without restriction. In any case, we may require the Supplier to remove the defects or to deliver a new item, at our choice. The right to claim compensation, particularly the right to claim compensation instead of performance, is hereby reserved expressly. We may perform the removal of defects ourselves, or have it performed by third parties, at the Customer's expense and claim the reimbursement of the expenses occurred, provided that the Supplier has let his grace period which has been set by us expire fruitlessly.
- 7.4 If we incur costs as a result of the defective delivery – particularly transport, travel, labour or material costs, costs of installing and removing items, or costs of an incoming goods inspection going beyond the usual scope – the Supplier shall bear such costs.
- 7.5 Claims for defects shall lapse 30 months after the passing of risk unless longer statutory periods apply or have been agreed by individual contract.
- 7.6 Upon the receipt of our written notice of defects by the Supplier, the period of limitation of claims for defects shall be suspended until the Supplier rejects our claims or declares the defect removed or otherwise refuses to continue negotiations on our claims. In the case of replacement deliveries or

repairs, the warranty period for replaced or repaired parts shall recommence unless we had to assume, on the basis of the Supplier's conduct, that the Supplier did not consider himself obliged to perform such measures but only performed the replacement delivery or repair for the sake of good will or for similar reasons.

- 7.8 By an acceptance or by approving presented drawings, models or samples, we will not waive our rights arising from defects.

8. Product Liability, Exemption, Liability Insurance

- 8.1 To the extent that the Supplier is responsible for any product damage, he shall indemnify us against third-party claims for damages to the extent that the cause of such damage lies within his area of control and organisation and he is liable himself in his external relationship.
- 8.2 To that extent, the Supplier shall also be obliged to reimburse any and all costs and expenses arising from or in connection with any product recall carried out by us or our customers or any prosecution. We shall inform the Supplier of the content and scope of the product recalls to be carried out, as far as possible and reasonably acceptable, and we shall give him the opportunity to comment.
- 8.3 Any other legal claims, which we hereby reserve, shall remain unaffected.
- 8.4 The Supplier undertakes to maintain business and product liability insurance at his own expense, which shall have an adequate amount of cover for personal injury and property damage. The Supplier shall send us a copy of the liability insurance policy at any time on request.

9. Industrial Property Rights

- 9.1 Subject to Section 9.2, the Supplier warrants that the products delivered by him do not infringe any third-party industrial property rights in countries of the European Union or other countries in which he manufactures the products or has them manufactured. This shall not apply to the extent that the Supplier manufactured the delivery items according to the drawings or models submitted by us or according to our other descriptions or information which are equivalent to them and does not know, or does not need to know in connection with the products developed by him, that they infringe industrial property rights.
- 9.2 The supplier shall indemnify us, upon our first written request, against any and all claims which third parties assert against us due to the infringement of intellectual property rights mentioned in Section 9.1 and shall reimburse us all necessary expenses incurred in connection with such claims. The aforesaid claim from our part shall not exist to the extent that the Supplier proves that he neither is responsible for the infringement of industrial property rights nor should have known of it as a prudent business at the time of delivery.

10. Title, Secrecy

- 10.1 We hereby reserve the title or copyright to orders submitted by us as well as drawings, images, calculations, descriptions and other documents made available to the Supplier. Without our express consent, the Supplier may neither make them accessible to third parties nor use or reproduce them himself or through third parties. He shall return such documents to us completely on our request if they are no longer needed by him in the ordinary course of business or if negotiations did not lead to the conclusion of a contract. Any copies which the Supplier has produced of them shall be destroyed in such case; the only exceptions shall be the retention within the scope of statutory retention obligations and the storage of data for backup purposes as part of usual backups.
- 10.2 The Supplier shall be obliged to keep secret all images, drawings, samples, films, models, technical instructions, calculations and other documents and information received by us (except for publicly accessible information) and to use them only for executing the order. He shall return them to us immediately on request after the handling of requests for quotation or the execution of orders. They may be disclosed to third parties only with our express consent. The secrecy obligation shall continue to exist after the execution of the contract.
- 10.3 Without our prior written consent, the Supplier may not refer to this business relationship in advertising materials, brochures etc. nor exhibit any delivery items manufactured for us.
- 10.4 The Supplier shall impose obligations according to this Section 10 on his subsuppliers.

11. Supplier's Retention of Title

To the Supplier's rights of retention of title, the Supplier's terms and conditions shall apply, provided that the title to the goods to be delivered shall pass to us at the time of their payment and related extended forms of so-called current account retention and multiple reservation shall not apply.

12. Data Protection

The Supplier shall take note of our statements and information on the processing of personal data at the time of the conclusion of the contract at the latest. The Supplier undertakes to adhere to the provisions applicable to him when processing personal data in connection with the performance of the Contract between him and us and of these General Terms and Conditions of Purchase.

13. Applicable Law and Place of Jurisdiction, Contract Language, Miscellaneous

- 13.1 To these General Terms and Conditions and all contracts to which they are applicable, only German law shall apply, with the United Nations Convention on Contracts for the International Sale of Goods (CISG) being excluded.
- 13.2 For all disputes concerning the interpretation, implementation and effectiveness of these General Terms and Conditions of Purchase and the contracts to which they are applicable, the place of jurisdiction shall be our place of business.
- 13.3 The contract between us and the Supplier shall be concluded in German (the contract language). If these Terms and Conditions of Purchase are provided to the Supplier in another language in addition to the contract language, this will only be done to facilitate comprehension. In the case of differences in interpretation, the text written in the contract language shall apply.
- 13.4 Should one or more clauses of these Terms and Conditions be completely or partly ineffective, the validity of the other provisions shall remain unaffected.
- 13.5 These Terms and Conditions of Purchase are drawn up in German and English. The English version is provided to the Supplier for information only and shall not form part of the legal transaction. Therefore, in the case of discrepancies between the German and the English version, only the German version shall apply.

Sonneberg, January 5th, 2022