

General Terms and Conditions of Purchase

for Söhner Kunststofftechnik GmbH

§ 1 Scope, Form

(1) These General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our business partners and suppliers ("Vendors"). The GTCP shall only apply if the Vendor is a business (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

(2) The GTCP shall apply, in particular, to contracts for the sale and/or delivery of movable items ("goods"), regardless of whether the Vendor manufactures the goods themselves or purchases them from suppliers (Sections 433 and 650 of the German Civil Code). Unless otherwise agreed, the GTCP in the version valid at the time of our order or, in any case, in the version last communicated to the Vendor in written form (no signature required) shall also apply as a general agreement for similar future contracts, without us having to refer to them again in each individual case.

(3) These GTCP apply in exclusivity. Any deviating, conflicting or supplementary general terms and conditions of the Vendor shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement for our agreement shall apply in every case, even if, for example, the Vendor refers to their terms and conditions in the context of the order confirmation and we do not expressly object thereto.

(4) Individual agreements (e.g. general supply agreements, quality assurance agreements) and information indicated in our order shall take precedence over the GTCP. In case of doubt, commercial terms are to be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time the contract is concluded.

(5) Any announcements or declarations with legal relevance made by the Vendor with regard to the contract (e.g. setting deadlines, reminders, withdrawal) must be made in writing. Written form within the meaning of these GTCP includes the written form both with and without a signature (e.g. letter, email, fax). Legal format requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.

(6) References to the applicability of legal provisions are for clarification purposes only. Legal provisions shall still apply even without such clarification, unless they are directly amended or expressly excluded in these GTCP.

§ 2 Conclusion of Contract

(1) Our order shall be deemed binding upon written submission or confirmation at the earliest. The Vendor should inform us of any obvious errors (e.g. spelling and calculation errors) and if the order, including the order documentation, is incomplete so that any errors can be corrected and the order completed before acceptance; otherwise, the contract shall be deemed not to have been concluded.

(2) The Vendor is obliged to confirm our order in writing within 5 working days or, in particular, to execute it without reservation by shipping the goods (acceptance).

(3) Delayed acceptance shall be regarded as a new offer and shall require us to accept it.

§ 3 Delivery Time and Delayed Delivery

(1) The delivery time we have specified in the order is binding. If the delivery time has not been specified in the order and has not been otherwise agreed upon, it shall be 1 week from when the contract is concluded. The Vendor is obliged to immediately inform us in writing if they are unlikely to be able to meet the agreed delivery times – whatever the reason may be.

(2) If the Vendor does not provide their service at all or does not provide it within the agreed time frame for delivery, or if they are in default, our rights - especially to withdrawal and damages - shall be determined in accordance with legal provisions. The provisions in paragraph 3 remain unaffected.

(3) If the Vendor is in default, we may – in addition to further legal claims – claim lump-sum compensation for the damage caused to us by the delay in the amount of. 1% of the net price per full calendar week, but not more than 5% of the net price of the goods delivered late. We reserve the right to prove that greater damage has been incurred. The Vendor reserves the right to prove that no damage at all or only significantly less damage has occurred.

§ 4 Performance, Delivery, Transfer of Risk, Delayed Acceptance

(1) The Vendor is not entitled to have the service they owe provided by third parties (e.g. subcontractors) without our prior written consent. The Vendor shall bear the procurement risk for their services, unless otherwise agreed in the individual case (e.g. limitation to stock).

(2) Delivery shall take place within Germany to the location specified in the order, carriage paid. If the destination has not been specified and nothing else has been agreed, delivery should be made DDP (Delivered Duty Paid) to our registered office in 74193 Schwaigern, Germany. The destination shall also be the place of performance for the delivery and any rectifications (obligation to deliver).

(3) Every delivery must be accompanied by a delivery note; our order number and the date of the order, as well as the other data required, must always be indicated on this note, as well as on invoices and in other correspondence. Each unit must be clearly marked with the quantity and order number. In the case of tool deliveries, the project number, the exact designation of the part to be machined with the tool, including its drawing number, must also be indicated. Partial or final instalment deliveries coordinated with our purchasing department must be separately marked as such.

If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. Separately from the delivery note, a corresponding dispatch note with the same content must be sent to us.

If a delivery does not contain the labels required, it may be returned for a fee or put into storage at the expense of the Vendor until our purchasing department has obtained the information required for the delivery. The resulting additional expenses shall be charged at a flat rate of € 50.00 plus VAT. We reserve the right to prove that costs were higher. The Vendor reserves the right to prove that costs were lower or not incurred at all in the specific case.

(4) Material certificates (in particular according to DIN 50.049/3.1B) or test certificates (in particular according to EN 10204) must be enclosed with each delivery. Insofar as attestations regarding individual material tests have been arranged, these are an essential part of the service. We are not obliged to accept the goods without certificates, test certificates or attestations.

(5) If European directives, regulations, other laws, ordinances or official orders on the basis of the German legal system require special labels, permits, approvals, declarations of performance, service descriptions or other documentation to prove the product meets legal quality standards, the Vendor must comply with all essential requirements and provide the necessary documentation upon delivery of the goods (labelled to meet legal standards) or – as far as permissible – make it available for download on a website that is reliably and permanently accessible. We are not obliged to accept goods that are delivered to us without complying with these labelling and documentation regulations.

(6) The risk of accidental loss and deterioration of the item shall pass to us upon delivery at the place of performance. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the provisions laid down in the law on contracts for work shall also apply accordingly in the event of acceptance. Handover or acceptance shall be deemed to have taken place if we are delayed in receiving the delivery.

(7) Legal provisions shall apply in the event that we are delayed in receiving the delivery. However, the Vendor must also expressly offer us their service if a specific or determinable calendar time has been agreed upon for an action or cooperation on our part (e.g. provision of material). If we are delayed in receiving the delivery, the Vendor may demand reimbursement of any additional expenses they incur in accordance with legal provisions (Section 304 of the German Civil Code). If the contract relates to a non-fungible item to be manufactured by the Vendor (custom-made item), the Vendor shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

§ 5 Prices and Payment Terms

(1) The price stated in the order is binding. All prices are inclusive of statutory value added tax, unless this is shown separately.

(2) Unless otherwise agreed upon in individual cases, the price shall include all services and ancillary services provided by the Vendor (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging and transport costs, including any transport and liability insurance policies).

(3) The agreed price is due for payment within 30 calendar days of complete delivery and service (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the Vendor shall grant a 3% discount on the net amount indicated on the invoice. In the case of bank transfers, payment shall be deemed to have been made on time if the bank receives our transfer order before the payment deadline; we are not responsible for delays caused by the banks involved in the payment process.

(4) We do not owe any interest on arrears. In the event of default in payment, legal provisions shall apply.

(5) We shall be entitled to rights of set-off and retention as well as to plead non-performance of the contract to the extent permitted by law. In particular, we shall be entitled to withhold any payments due as long as we are still entitled to make claims against the Vendor arising from incomplete or defective services.

(6) The Vendor has a right of set-off or retention only on the basis of legally established or undisputed counterclaims.

§ 6 Confidentiality, Retention of Title and Tools, Provided Parts

(1) We reserve rights of ownership and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents are to be exclusively used for the contractual service and are to be returned to us after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. The confidentiality obligation shall only lapse if and to the extent that the knowledge contained in the documents provided has become generally known. Special non-disclosure agreements and legal regulations on the protection of secrets remain unaffected.

(2) The above provision shall apply mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that we provide to the Vendor for production. As long as they are not processed, such items shall be kept separately at the expense of the Vendor and insured against destruction and loss to an appropriate extent.

(3) The tools provided are to be used exclusively for our orders. In the event of a breach or after termination of the contractual relationship, we shall be entitled to demand the return of the tools. The supplier's rights

of retention to tools are expressly excluded. If an agreement on tools has been concluded, the provisions of the individual agreement shall take precedence.

(4) If the Vendor acquires the tool provided or manufactures it at our expense, it shall be deemed already agreed that ownership of the tool shall pass to us. The same applies to any expectant rights and claims to procure property, including any ancillary rights and claims. Transfer is replaced by the custody relationship described above as constructive possession.

(5) Any processing, mixing or combination (further processing) of provided items performed by the Vendor shall be carried out on our behalf. The same applies to further processing of the delivered goods by us, so that we shall be deemed to be the manufacturer and acquire ownership of the product at the latest upon further processing in accordance with legal provisions.

(6) The transfer of ownership of the goods to us must take place unconditionally and without regard to the payment of the price. If, however, we accept an offer from the Vendor for transfer of ownership dependent on the payment of the purchase price in individual cases, the Vendor's retention of title shall lapse upon payment of the purchase price for the delivered goods at the latest. We shall remain authorized to resell the goods in the ordinary course of business, even before payment of the purchase price, subject to advance assignment of the resulting receivable (alternatively, the simple retention of title extended to include resale shall apply). In any case, this excludes all other forms of retention of title, with particular regard to retention of title that is extended, forwarded and prolonged to include further processing.

§ 7 Unsatisfactory Delivery

(1) Our rights in the event of material defects and defects of title of the goods (including incorrect delivery and shortfalls, as well as improper assembly/installation or wrong instructions) and in the event of other breaches of duty by the Vendor, shall be governed by legal provisions and, exclusively in our favour, the following additions and clarifications.

(2) In accordance with legal provisions, the Vendor shall be liable, in particular, for ensuring that the goods meet the agreed quality standards at the time of risk is transferred to us. In any case, those product descriptions which are the subject of the respective contract or which have been included in the contract in the same way as these GTCP – in particular by way of designation or reference in our order – shall be deemed to be an agreement on quality. It makes no difference whether the product description comes from us, from the Vendor or from the manufacturer.

(3) In the case of goods with digital elements or other digital content, the Vendor must, in any case, provide and update the digital content to the extent stated in an agreement on quality pursuant to para. 2 or other product descriptions of the manufacturer or issued on their behalf, in particular on the Internet, in advertisements or on the label of goods.

(4) We shall not be obliged to inspect the goods or make special enquiries about any defects when concluding the contract. In partial deviation from Section 442, para. 1, sentence 2 of the German Civil Code, we are therefore entitled to make claims for defects without restriction, including if the defect remained unknown to us at the time of contract conclusion as a result of gross negligence.

(5) Legal provisions (Sections 377 and 381 of the German Commercial Code (HGB)) shall apply to the commercial obligation to inspect and give notice of defects, with the following proviso: our obligation to inspect is limited to defects that come to light during external checks as part of our incoming goods inspection, including the delivery documents (e.g. transport damage, incorrect delivery and shortfalls) or are recognizable when we check quality using the random sampling procedure. Insofar as acceptance has been agreed, there is no obligation to inspect. In addition, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding

our obligation to inspect, our complaint (notification of defects) shall, in any case, be deemed to be immediate and timely if sent within 5 working days of discovery or, in the case of obvious defects, of delivery.

(6) Rectification shall also include removal of the defective goods and reinstallation thereof, if the goods were installed in another item or attached to another item in line with their nature and intended use before the defect became apparent; our legal claim to reimbursement of corresponding expenses (removal and installation costs) remains unaffected. The expenses necessary for the purposes of inspection and rectification, with particular regard to transport, travel, labour and material costs, as well as any removal and installation costs, shall be borne by the Vendor, even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for rectification of defects remains unaffected; in this respect, however, we shall only be liable if we have recognized or grossly negligently failed to recognize that there was no defect.

(7) Without prejudice to our legal rights and the provisions in paragraph 5, the following applies: if the Vendor fails to comply with their rectification obligation – by remedying the defect (remedy) or delivering a defect-free item (replacement delivery), at our discretion – within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this or a corresponding advance payment from the Vendor. If the rectification work carried out by the Vendor fails or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline shall be required; we shall inform the Vendor of such circumstances immediately, in advance if possible.

(8) In addition, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with legal provisions. In addition, we shall be entitled to damages and reimbursement of expenses in accordance with legal provisions.

§ 8 Supplier Recourse

(1) In addition to claims for defects, we shall be entitled, without restriction, to our legal claims for expenses and recourse within a supply chain (supplier recourse pursuant to Sections 478, 445a and 445b or Sections 445c and 327, para. 5, 327u of the German Civil Code). In particular, we shall be entitled to demand from the Vendor exactly the type of rectification (remedy or replacement) that we owe to our customer in the individual case. In the event of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our legal right of choice (Section 439, para. 1 of the German Civil Code) is not restricted hereby.

(2) Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a, para. 1, 439, para. 2, 3 and 6, clause 2, and 475, para. 4 of the German Civil Code), we shall notify the Vendor and ask for a written statement with a brief explanation of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects we have actually conceded shall be deemed to be owed to our customer. In this case, the Vendor is responsible for proving the contrary.

(3) Our claims arising from supplier recourse shall also apply if the defective goods have been combined with another product or further processed in any other way by us, our customer or a third party, e.g. by incorporation, attachment or installation.

9. Producer's Liability

(1) If the Vendor is responsible for product damage, they must indemnify us against claims made by third parties to the extent that the cause is within their sphere of control and organisation and they themselves are liable in relation to third parties.

(2) Within the scope of their indemnification obligation, the Vendor shall reimburse expenses pursuant to Sections 683 and 670 of the German Civil Code arising from or in connection with a claim made by third parties, including recalls carried out by us. We shall inform the Vendor about the content and scope of recall measures – as far as possible and reasonable – and give them the opportunity to comment. Further legal claims remain unaffected.

(3) The Vendor shall take out and maintain product liability insurance with a lump-sum coverage of at least EUR 10 million per instance of personal injury/property damage.

§ 10 Limitation Period

(1) Claims made by the contracting parties shall lapse in accordance with legal provisions, unless otherwise stipulated below.

(2) Notwithstanding Section 438, para. 1, no. 3 of the German Civil Code, the general limitation period for claims for defects is 3 years from when risk was transferred, unless the mandatory provisions laid down in Sections 445 b and 478, para. 2 of the German Civil Code apply. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the legal limitation period for claims for surrender in rem made by third parties (Section 438, para. 1, no. 1 of the German Civil Code) shall remain unaffected. In addition, claims arising from defects of title shall not lapse under any circumstances as long as the third party can still assert the right against us – in particular in the absence of a limitation period.

(3) The limitation periods laid down in the law on the sale of goods, including the above extension, shall apply – to the extent permitted by law – to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular legal limitation period (Sections 195 and 199 of the German Civil Code) shall apply, unless the application of the limitation periods laid down in the law on the sale of goods leads to a longer limitation period in individual cases.

§ 11 Compliance with Legal Regulations, Quality Assurance

(1) The Vendor shall be responsible for ensuring that their deliveries and services, including all ancillary obligations for declaration, labelling, packaging, disposal and documentation, are provided in accordance with the law and in line with the provisions of the public law of the Federal Republic of Germany and the European Union. We must immediately inform the Vendor of any possible violations of the law in connection with their deliveries and services. The Vendor shall indemnify us against any claims, costs, expenses, fines and other adverse legal acts resulting from their legal violations and the costs of appropriate legal defence.

(2) The Vendor shall be responsible for ensuring that, for their products, they have established and maintain an effective quality assurance system for inspecting the quality of end products. Unless otherwise agreed in individual cases, the quality assurance system must, at the very least, comply with the requirements laid down in the latest version of DIN EN ISO 9001 (currently DIN EN ISO 9001:2015), whereby further development according to VDA 6.1 and ISO/TS 16949 is to be sought. If an agreement has been concluded regarding quality assurance for the duration of the business relationship, the conditions specified therein shall take precedence.

(3) Insert parts must be free from chips and other impurities as a basic principle. Quality certificates required to this end shall be issued upon request and shall also be enclosed with the deliveries. The Vendor shall guarantee the use of defect-free material, the dimensional accuracy of the workmanship within the tolerance ranges agreed upon or applicable in line with the state of the art, as well as the suitability of packaging and means of transport.

(4) In the case of continuous purchases, blanket orders and successive supply contracts for series products with a term of more than one year, the Vendor undertakes to ensure continuous defect-free delivery and performance (zero-error target). The essential properties of the product must be permanently monitored and the results documented. Recognisable sources of error must be avoided from the outset, unknown sources of error must be identified immediately, and identified sources of error must be permanently eliminated. In all cases, the Vendor must maintain transparent documentation with the involvement of our purchasing department and quality assurance (8D report).

§ 12 Guarantee of Compliance with Property Rights, Indemnification

The Vendor guarantees that there are no third-party rights in relation to the delivered goods. References to such rights, reservations in favour of third parties and the like are also irrelevant with regard to this guarantee obligation if they result from invoices, delivery notes, letters of confirmation, etc., and even if we do not expressly object.

If claims are made against us by third parties directly or indirectly via our customers due to infringement of property rights, the Vendor must indemnify us against all claims, and in particular, they shall also bear reasonable legal costs. In addition, we shall be entitled, at the expense of the Vendor, to obtain the permission of the third party to use the goods or services concerned.

§ 13 Choice of Law and Place of Jurisdiction

(1) The law of the Federal Republic of Germany shall apply to these GTCP and the contractual relationship between us and the Vendor, to the exclusion of international uniform law, especially the UN Convention on Contracts for the International Sale of Goods.

(2) If the Vendor is a merchant, a legal entity under public law or a special fund under public law, or if they do not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between the Buyer and the Vendor is, at the Buyer's discretion, the Buyer's registered office (currently: 74193 Schwaigern) or the Vendor's registered office. However, the place of jurisdiction for legal action against the Buyer shall be the Buyer's place of business (currently: 74193 Schwaigern). Mandatory statutory provisions on exclusive jurisdiction remain unaffected by this provision.

Schwaigern, March 2024