

I. Scope of Application

- These General Terms and Conditions of Purchase („**GTCP**“) apply to all business relationships between wedi GmbH („**wedi**“ or „**we**“) and our business partners and Suppliers („**Supplier**“). Our AEKB shall only apply if the Supplier is an entrepreneur or a legal entity under public law or a special fund under public law.
- The GTCP apply in particular to contracts for the purchase and/or delivery of movable Goods or rights („**Goods**“), irrespective of whether the Supplier manufactures the Goods itself or purchases them from suppliers (Sections 433, 651 German Civil Code (Bürgerliches Gesetzbuch, „**BGB**“). 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 Supplier in text form shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.
- Any deviating, conflicting and/or supplementary 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 GTCP. In exceptional cases, they shall only become part of the contract if and insofar as we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if we accept the Supplier's delivery without reservation in the knowledge of the Supplier's General Terms and Conditions of Business and Delivery.
- Our employees are not authorized to agree on delivery notes, receipts of receipt and the like the validity of other than these GTCP. These GTCP are recognized at the latest with the first partial delivery of the Goods carried out by the Supplier in agreement with these GTCP, and also for subsequent orders, even if no specific reference is made to them.
- Individual agreements made with the Supplier in individual cases and details in our order shall take precedence over our GTCP. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.
- Legally relevant declarations and notifications of any kind which are to be submitted to us by the Supplier after conclusion of the contract (e.g. setting of deadlines, reminders, declarations of cancellation) must be in text form to be effective. Written form within the meaning of these GTCP includes written and text form (e.g. letter, e-mail, fax). The statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, remain unaffected.
- References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

II. Conclusion of Contract and Scope of Contract

- Offers from the Supplier are non-binding and free of charge for us. Cost estimates of the Supplier are binding and shall not be remunerated unless expressly agreed otherwise on an individual basis.
- Only orders placed by us are legally binding. Verbal agreements shall be valid if they are confirmed by us in writing. The Supplier must notify us in text form of obvious errors (e.g. spelling and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise, the contract shall be deemed not to have been concluded, Section 154 BGB.
- Orders must be confirmed in writing by the Supplier by signing them without delay. We reserve the right to withdraw the order if we do not receive the confirmation within 14 days. Delayed acceptance shall be deemed a new offer and requires acceptance by us.
- 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 four weeks. 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 recognize excess or short deliveries.
- Unless otherwise agreed, delivery call-offs within the scope of our order planning shall become binding if the Supplier does not object in text form within five working days of receipt of the delivery call-off.

III. Retention of Title; Provision; Rights

- The transfer of ownership of the Goods to us must take place unconditionally and without regard to the payment of the purchase price. If, however, in individual cases we accept an offer of the Supplier for transfer of ownership conditional upon payment of the purchase price, the Supplier's reservation of title shall expire at the latest upon payment of the purchase price for the delivered Goods. We remain authorized to resell the Goods in the ordinary course of business even before payment of the purchase price with assignment in advance of the resulting claim (alternatively validity of the simple retention of title extended to the resale). This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing. The same applies to the documents provided by the Supplier. By handing over the Goods, the Supplier declares that he is fully authorized to dispose of them and that no rights of third parties exist. Otherwise, this must be expressly communicated. 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 remodeling 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. They may only be used as intended. They must be specially labelled by the Supplier and stored and handled carefully and professionally. Transfer to third parties is not permitted.
- 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 (purchase price plus VAT) 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 free of charge.
- If the security interests to which we are entitled in accordance with Sections 3.2 and/or 3.3 exceed the purchase price of all our Goods subject to retention of title that have not yet been paid for by more than 10%, we shall be obliged to release the security interests at our discretion at the Supplier's request.
- 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 (including source code), drawings, products or data of various kinds produced according to our specifications, 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 in this respect.
- We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents provided by us. They are subject to the confidentiality obligation under these GTCP.

IV. Confidentiality; Return of Documents

- The Supplier is obliged to keep the conclusion, content and scope of the contract, the business relationship and the mere initiation of the contract with wedi, as well as all technical and commercial documents,

sketches, data and other information received, strictly confidential and not to use them for its own competitive purposes, unless we expressly agree to this in writing. They may only be disclosed to third parties (e.g. also in references and publications) with our express written consent. 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.

- Documents within the meaning of Section 4.1 must be returned to us immediately upon request without the right of retention. If the order is accepted, the documents must be returned to us without request at the latest when the order is processed; electronic data must be deleted without request.
- The Supplier undertakes to oblige the subcontractors commissioned in agreement with Section 5.4 of these GTCP to comply with the aforementioned regulations.
- Special confidentiality agreements and statutory provisions on the protection of secrets remain unaffected.
- This confidentiality obligation shall remain in force beyond the termination of the contractual relationship.

V. Delivery Time; Execution; Delay

- Each order must be confirmed immediately, stating the binding delivery time (delivery date or period). The delivery time stated in the order is binding. The delivery period shall commence on the date of receipt of the order by the Supplier. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be four weeks from conclusion of the contract. If the day on which the delivery is to be made at the latest can be determined on the basis of the contract, the Supplier shall be in default at the end of this day without the need for a reminder from us. Decisive for compliance with the delivery dates or delivery periods is the receipt of the Goods at the receiving centre designated by us or Goods acceptance.
- In the event of a delay in delivery, we shall be entitled to demand liquidated damages for delay in the amount of 1% of the order value per started calendar week, but not more than 5% of the total order value of the delivery as a minimum amount of compensation; we reserve the right to assert further statutory claims (Withdrawal and compensation of damages instead of performance). 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 unable to meet a delivery date due to force majeure, he must inform us of this in writing immediately after becoming aware of the reason for the hindrance, stating the reasons. In this case, 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.
- Without our prior written consent, the Supplier is not authorized to have the service owed by it performed by third parties (e.g. subcontractors). The Supplier shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).
- Agreed delivery dates and deadlines are binding. The receipt of the Goods or services at the receiving centre specified by wedi in the order shall be decisive for compliance with the delivery date or delivery period.
- If initial samples/release samples are requested by us, the Supplier may only commence series production after written approval of the sample and release of the series.
- We may subsequently demand changes to the quality of the delivery or service within the scope of the Supplier's technical capability. Technical changes and their effects on prices, delivery time or other conditions must be made in writing in accordance with Section 1.6. of these GTCP.
- In the event of urgent 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 against a compensation payment of 5% of the agreed price of the Goods not yet delivered from the respective order. The Supplier has the right to prove to us that he has incurred higher expenses as a result of the above cancellation. Force majeure, labor disputes, operational disruptions for which wedi is not responsible, unrest, official measures and other unavoidable events shall release wedi from the obligation to accept delivery in good time for the duration of their existence.
- The Supplier shall immediately inform us in writing if a delivery is subject to any export restrictions and explain the reasons for the export restrictions.

VI. Dispatch; Transfer of Risk; Default of Acceptance

- Unless otherwise agreed in writing, delivery shall be made to the dispatch address/place of use (destination) specified by us on the order. This is also the place of fulfillment for the delivery and any subsequent fulfillment (obligation to deliver).
- The risk of accidental loss and accidental deterioration of the Goods shall pass to us upon handover at the place of fulfillment. If acceptance has been agreed, this shall be decisive for the transfer of risk. The Supplier shall be liable for all damage, demurrage, etc. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- The statutory provisions shall apply to the occurrence of our default of acceptance. However, the Supplier must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or co-operation on our part (e.g. provision of material). If we are in default of acceptance, the Supplier may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract relates to a non-fungible item to be manufactured by the Supplier (customized production), the Supplier shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.
- The Supplier is obliged to enclose detailed accompanying documents with each consignment, from which at least the designation of the Goods, the part number, the order number, the quantity and the certificate of tests carried out by the Supplier can be seen. He is obliged to state our order number and our part number exactly 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 complete delivery also includes the handover of installation instructions, operating instructions, maintenance instructions, assembly and installation drawings and other technical documentation. The Supplier undertakes to submit an LLE with a designated commodity code free of charge, or alternatively to submit a certificate of origin.
- The Supplier shall provide the proof of origin with all necessary details and duly signed without delay if we request this. The same applies to VAT-related proofs for foreign and intra-community deliveries.
- Partial deliveries are only permitted on the basis of written agreements; otherwise, we can refuse acceptance or acceptance of the partial delivery.

VII. Prices; Terms of Payment; Invoicing

- The price stated in the order is binding. The price does not include the statutory value added tax.
- In the absence of any written agreement to the contrary, the price shall include delivery „free domicile“, i.e. free our Goods acceptance or expressly agreed other place of use, including packaging, insurance, etc. In all other respects, DDP plus transport insurance costs shall apply. Unless otherwise agreed, DDP plus the costs of transport insurance shall be deemed agreed. If otherwise agreed, the freight and packaging

costs shall be borne by the Supplier and itemized separately in the invoices. Changes due to subsequent increases in any costs, taxes and others 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 fulfillment.

3. The Supplier must take back packaging material at wedi's request.
4. Payments do not constitute recognition of the delivery as being in accordance with the contract; they are also made subject to invoice verification.
5. We can only process invoices if these - in accordance with the specifications in our order - state the order number shown there; the Supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them. The invoice must be submitted separately immediately after delivery, taking into account the statutory and official requirements. Monthly invoices must also be sent by the 5th of the month following the delivery at the latest.
6. In any case, payment shall only become due after complete delivery and performance of the Goods and receipt of a customary invoice in accordance with the UStG, UStDV and BFH judgement VR 33/01. Unless otherwise agreed in writing, we shall then pay the purchase price within 14 days less 3 % discount, within 30 days net, from the day after delivery and receipt of the corresponding invoice. If we receive the invoice before delivery, the date of receipt of the delivery shall be relevant for the calculation of the discount period. The receipt of our remittance slip by our bank is sufficient for the timeliness of the payment owed by us; we are not responsible for delays caused by the banks involved in the payment process.
7. We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In particular, we shall be entitled to withhold due payments as long as we are still entitled to claims against the Supplier arising from incomplete or defective deliveries from the same business relationship. We do not owe any interest on arrears. The statutory provisions shall apply to default in payment, whereby we shall only owe default interest in the amount of five percentage points above the base interest rate in accordance with Section 247 BGB.
8. The Supplier shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.
9. 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. This shall not apply insofar as monetary claims are concerned.

VIII. Quality; Inspection of Defects; Claims for Defects

1. The Supplier expressly warrants the use of the best, appropriate material, proper and correct assembly, correct and proper execution and 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 the best industrial standards and must 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 of this immediately in writing.
2. The statutory provisions shall apply to the commercial inspection and complaint obligations with the following proviso: wedi's inspection obligation shall be limited to defects that become apparent during the incoming Goods inspection under external examination including the delivery documents as well as during the internal quality control in the random sampling procedure (e.g. transport damage, incorrect and short deliveries). If acceptance has been agreed, there is no obligation to inspect. Otherwise, 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. In all cases, our complaint (notification of defects) shall be deemed immediate and timely if it is received by the Supplier within five calendar days of receipt of the Goods or, in the case of hidden defects, of their discovery. In all cases in which 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 entire consignment at the Supplier's expense and risk if the defect quota of a consignment exceeds 1% of the respective consignment quantity.
3. If the delivery has been made in accordance with the contract or if any defects that have been 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 at the full expense of the Supplier.
4. In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the Goods have the agreed quality upon transfer of risk to wedi. In any case, the product descriptions which - in particular by designation or reference in our orders - are the subject matter of the respective contract or have been included in the contract in the same way as these GTCP shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, the Supplier or the manufacturer. Notwithstanding Section 442 para. 1 sentence 2 BGB, we are entitled to full claims for defects even if the defect remained unknown to us upon conclusion of the contract due to gross negligence.
5. We shall be entitled to the full statutory claims arising from liability for defects. We shall in any case be entitled to demand subsequent fulfilment in the form of rectification of defects or replacement delivery at our discretion. In this case, all expenses for the rectification of defects or replacement delivery shall be borne by the Supplier. We expressly reserve the right to claim damages, in particular the right to claim damages in lieu of performance or in addition to cancellation; in particular, the Supplier shall compensate us for any damage, including consequential damage, resulting from the existence of a defect. If the Supplier does not fulfil his obligation to subsequent performance within a reasonable period of time set by us, we may remedy the defect ourselves and demand compensation from the Supplier for the necessary expenses or a corresponding advance payment. If subsequent fulfilment by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Supplier of such circumstances immediately, if possible in advance. 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.
6. The costs incurred by the Supplier for the purpose of inspection and subsequent fulfilment (including any removal and installation costs) shall be borne by the Supplier even if it turns out that there was actually no defect. Our liability for damages in the event of unjustified requests to remedy defects shall remain unaffected; however, we shall only be liable in this respect if we recognized or were grossly negligent in not recognizing that there was no defect.
7. Our claims for defects 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.
8. Goods purchased according to the brochure are purchased on a trial basis and can be made available to the Supplier within eight working days of receipt if they do not fulfil the contractual purpose specified by us, without the Supplier being entitled to any claims.

IX. Property Rights of Third Parties

The Supplier shall also be liable for ensuring that the Goods, samples and brands supplied by it are free from third-party rights of any kind and that third-party property rights in countries of the European Union or other countries in which it manufactures the Goods or has them manufactured, in particular patents and copyrights, are not infringed and that the Goods supplied comply with all statutory regulations and official requirements, insofar as it was aware of the infringement or should have been aware of it as a specialized company. In the event of infringement of such rights or public law regulations, the Supplier shall indemnify us against claims for damages by third parties and shall reimburse us for all expenses incurred in connection with such claims. We are entitled to obtain the necessary authorizations 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 rescission. Our further statutory claims due to defects of title in the products delivered to us shall remain unaffected.

X. Liability; Indemnity

1. The Supplier shall indemnify us against indirect claims of third parties asserted against us due to poor performance by the Supplier. The Supplier is at liberty to prove contributory causation or contributory negligence on our part. The limitation period for claims under this Section shall be 4 years from the date of knowledge or ought to have been known, but no longer than 15 years after complete delivery. If the Supplier is responsible for product damage, he shall be obliged to indemnify us against claims for damages by third parties, in particular product liability claims, on first demand if the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.
2. In this context, the Supplier shall also be obliged to reimburse any expenses pursuant to Sections 683, 670 BGB or pursuant to Sections 830, 840, 426 BGB arising from or in connection with any claims asserted by third parties, including recall actions lawfully carried out by us. We shall inform the Supplier in advance of the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.
3. The Supplier is obliged to maintain 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.
4. Our own inspections do not release the Supplier from the obligation to deliver Goods free of defects.

XI. Suspension of Payments; Insolvency; Transfer of Contract

1. If the Supplier ceases to make payments or if execution is levied against its assets and not discontinued within a period of three weeks or if a provisional insolvency administrator is appointed or insolvency proceedings are opened against its assets or if there are bill or cheque protests against the Supplier, we shall be entitled to terminate the contract in whole or in part without notice and without penalty.
2. In the event of cancellation of the contract, the deliveries made up to that point shall only be invoiced at contract prices to the extent that they can be used as intended. The damage incurred by us shall be taken into account in the settlement.
3. The Supplier must inform us immediately, at least in text form, of any transfer of contract by operation of law and/or any change of company name.

XII. Applicable Law; Place of Jurisdiction; Severability Clause

1. Our registered office in Emsdetten is the exclusive - also international - place of jurisdiction for all disputes arising from this legal relationship. However, in all cases we shall also be entitled to bring an action at the place of fulfilment of the delivery obligation in accordance with these GTCP or an overriding individual agreement or at the general place of jurisdiction of the Supplier.
2. These GTCP and the contractual relationship between us and the Supplier shall be governed by the substantive law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
3. These GTCP shall remain valid even if individual clauses prove to be invalid. The invalid clause shall be supplemented or reinterpreted by the parties in such a way that the economic purpose intended by the invalid provision is achieved as far as possible. The same procedure must be followed if a gap requiring supplementation arises during the implementation of the contractual relationship. If the invalidity is based on a performance or time provision, it shall be replaced by the legally permissible measure. Should a provision of these GTCP or of the contract be invalid with regard to mandatory foreign law, the Supplier shall, upon request, agree with us on such amendments to the contract and make such declarations to third parties or authorities as will ensure the validity of the provision concerned and, if this is not possible, its economic content under foreign law.