General Terms and Conditions of Purchase of Romakowski GmbH & Co. KG

I. Scope

1. These General Terms and Conditions of Purchase (GTCP) are valid for all business relationships between Romakowski GmbH & Co. KG (hereinafter: "Buyer") and its business partners and suppliers (hereinafter: "Vendor"). The GTCP apply only if the Vendor is a trader (Section 14 German Civil Code (Bürgerliches Gesetzbuch)), a legal entity under public law or a special fund under public law.
2. The GTCP apply especially to contracts governing the supply of movable items ("Goods"), without consideration as to whether the Vendor manufactures the Goods itself or purchases them from subcontractors.
3. These GTCP shall apply exclusively. Deviating, conflicting or supplementary conditions of the Vendor shall only become an integral part of the contract insofar as the Buyer has expressly approved their validity in writing in individual cases. This approval requirement applies in all cases, especially also if the Vendor refers to its terms and conditions, e.g. within the framework of a request for quote, purchase order, declarations of acceptance, and the Buyer does not expressly object to these or if the Buyer unconditionally accepts or pays for deliveries and/or services of the Vendor while aware of deviating, conflicting or supplementary conditions.
4. Legally relevant declarations and notifications of the Vendor in relation to the contract (e.g. deadlines, reminders, withdrawal) must be submitted in writing. The term "in writing" within the meaning of these GTCP includes written and text form (e.g. letter, e-mail, fax) as set out in Sections 126 and 126b of the German Civil Code respectively. Statutory requirements with regard to form and other proof, especially in the event of doubt about the authentication of the declarer, shall remain unaffected.
5. Individual agreements between the Buyer and the Vendor (including ancillary agreements, supplements and modifications) made on a case-by-case basis take precedence over these GTCP.
6. References to the validity of statutory provisions are for clarification purposes only. Therefore, even without such a clarification, the statutory provisions apply, unless they are directly modified, supplemented or expressly excluded in these GTCP.

II. Quotation / Purchase order / Conclusion of contract

1. Unless otherwise agreed in individual cases, all quotations, negotiation documents, drawings and cost proposals are always free of charge for the Buyer.
2. The Buyer's purchase order shall be deemed binding, at the earliest, when submitted or confirmed in writing. If there are any obvious errors (e.g. spelling or calculation errors) and incomplete aspects of the purchase order, including the PO documentation, the Vendor must point these out to the Buyer for the purpose of correction or completion before acceptance; otherwise, the contract shall be deemed not to have been concluded.
3. The Vendor must confirm the Buyer's purchase order in writing as soon as possible, at the latest

within a period of 5 days, or especially by sending the Goods without reservation (acceptance).

4. An order confirmation from the Vendor that deviates from the Buyer's purchase order or supplements this shall be invalid, unless the deviation or supplement has been expressly confirmed in writing by the Buyer beforehand. In order to be legally valid, such a confirmation must refer specifically to the deviation from or supplement to the purchase order (e.g. by specifically highlighting) and must contain a reason for this.

III. Confidentiality obligation

1. The Buyer reserves ownership rights and copyrights to purchase orders and orders submitted by the Vendor as well as to figures, plans, drawings, calculations, instructions for use, product descriptions and other documents provided to the Buyer. Such documents must be used solely for the contractual performance and must be returned to the Buyer after completion of the contract. Such documents must be kept confidential with regard to third parties, even after the contract has ended; they may only be made accessible to third parties following the express written consent of the Buyer. The confidentiality obligation does not exist or lapses when and insofar as the knowledge contained in the transferred documents is already generally known or publicly accessible at the time of disclosure or became generally known or publicly accessible afterwards.
2. The Vendor additionally undertakes to treat as strictly confidential all trade and business secrets of the Buyer that have been made available to the Vendor either directly or indirectly or are made known by other means, to use these only for the contractual performance and not to make these accessible to third parties without the prior express written consent of the Buyer. The confidentiality obligation also applies after the contract has ended. The confidentiality obligation does not exist or lapses when and insofar as the trade and business secrets are already generally known or publicly accessible at the time of disclosure or became generally known or publicly accessible afterwards.
3. Special confidentiality agreements and statutory regulations to protect confidential information remain unaffected.

IV. Delivery date / Delivery location / Delivery terms and conditions

1. The delivery date specified in the order confirmation is binding. Regardless of any fault on its behalf, the Vendor is responsible for delivery on the due delivery date.
2. The Vendor is obliged to inform the Buyer immediately in writing if circumstances occur or become apparent to the Vendor indicating that the agreed delivery term cannot be kept. Additional costs necessary to keep the delivery date, such as costs for accelerated shipment in particular, must therefore be borne solely by the Vendor.
3. If the Vendor does not render its service or does not do so within the agreed delivery term or if the Vendor falls behind schedule, the Buyer's rights – especially to withdrawal and compensation in place of delivery – shall be determined according to the statutory provisions. The regulations in section 4.4 remain unaffected.
4. If the Vendor falls behind schedule in its delivery, the Buyer may demand a contractual penalty of 0.5% of the net price per completed calendar week, however in total not more than 5% of the

net price of the delayed delivery. The Buyer retains the right to assert further damages. The Buyer is obliged to declare retention of the contractual penalty, at the latest upon payment of the invoice subsequent to the delayed delivery. The onus lies on the Vendor to prove that absolutely no or only negligible damage occurred.

5. Delivery shall be made to the place specified in the purchase order. If the destination is not specified and no other agreement is made, the delivery shall be made to the Buyer's registered office at Herdweg 31, 86647 Buttenwiesen, Germany. The respective destination is also the place of fulfilment for the delivery (obligation to fulfil [Bringschuld]).
6. Unless otherwise agreed in individual cases, the terms of delivery "DDP (Incoterms 2020)" inclusive of packaging and other ancillary services apply.
7. A delivery note specifying the date (issue and shipment), content of the delivery (item number and amount) as well as the Buyer's order ID (order numbers and codes required in the purchase order) must be clearly and visibly enclosed with the delivery. If the delivery note is missing or inaccurate, acceptance of the Goods may be refused, and all additional costs thereby incurred shall be charged to the Vendor.
8. The applicable statutory provisions in relation to packaging must be complied with.
9. All contractually agreed, legally required or customary documents, makings, stickers, labels, packing slips, IDs, factory certifications and safety data sheets must be enclosed with each shipment. If these are incomplete, the Buyer shall not be responsible for any resulting delays during acceptance of the Goods or during processing or payment.

V. Transfer of risk

1. The risk of accidental loss and accidental deterioration of the Goods is transferred in accordance with the agreed terms of delivery "DDP (Incoterms 2020)". If no Incoterms are agreed in an individual case and no special agreement regarding the transfer of risk was made, risk shall be transferred to the Buyer upon handover at the place of fulfilment in the case of delivery without installation and/or assembly.
2. If delivery with installation and/or assembly is agreed, risk shall only be transferred after delivery with installation and/or assembly and handover completed.
3. If an acceptance procedure is agreed or provided for by law, the acceptance is a requirement for the transfer of risk. If a validation is agreed, transfer of risk shall not apply until the acceptance procedure is duly complete and the validation report is approved and signed off by the customer. In all aspects of inspection and validation the statutory provisions of contract law [Werkvertragsrecht] apply.

VI. Prices / Payments

1. The price specified in the purchase order is binding. All prices are fixed and do not include statutory VAT unless this is shown separately. Unless otherwise agreed in individual cases, the price includes all services, ancillary services (e.g. assembly, installation) and incidental costs (e.g. proper packaging, transport costs including any transport and product liability insurance) of the Vendor.
2. Unless otherwise agreed in individual cases, the Buyer is not obliged to pay a deposit or make a down payment. In the event of a deposit or down

payment being agreed, the Vendor must provide a bank guarantee from a bank based in the EU or, in any case the EEA, in the total amount of the deposit or down payment. The Buyer shall only pay an agreed deposit or down payment against a proper invoice. In the case of a deposit or down payment, the Vendor must itemise and bill all items delivered and/or services provided in the final invoice.

3. Unless otherwise agreed in individual cases, payments fall due within 30 calendar days of complete delivery and provision of services (including, if applicable, agreed or legally prescribed acceptance) as well as receipt of a proper invoice. If the Buyer makes the payment within 14 calendar days of full delivery and provision of services (including, if applicable, agreed or legally prescribed acceptance) as well as receipt of a proper invoice, the Vendor shall grant a 3% discount on the net amount of the invoice.
4. The Buyer shall, to the extent permitted by law, be entitled to rights of offsetting and retention as well as the right to claim non-performance of the contract. The Buyer shall, in particular, be entitled to withhold all due payments as long as the Buyer is still entitled to claims against the Vendor from incomplete or defective deliveries and/or services. Payment without reservation by the Buyer does not constitute recognition of the completeness of a delivery and/or service or of its freedom from defects.
5. The Vendor undertakes to transmit a proper invoice to the Buyer for each purchase order. The invoice must comply with the statutory provisions, especially those of the Value Added Tax Act (Umsatzsteuergesetz). The Buyer reserves the right to reject invoices that do not comply with these provisions and to return them to the Vendor. In this case, a proper invoice is deemed not to have been received, which means that the payment term is also deemed not to have commenced.
6. Unless otherwise agreed in individual cases, transfer of the Goods to the Buyer must take place unconditionally and without consideration to payment of the price.

VII. Declaration on the origin of the Goods

1. At our request, the Vendor/supplier shall, at its own expense, provide us with a supplier declaration on the preferential origin of the Goods and/or a certificate of origin on the non-preferential origin of the Goods.
2. The following applies in cases where the Vendor/supplier submits declarations on the preferential or non-preferential originating status of the sold Goods:
   a) The Vendor/supplier undertakes to allow inspection of the proof of origin by the customs administration and to provide the information necessary for this as well as to furnish any required confirmations.
   b) The Vendor/supplier is obliged to provide compensation for any damages that occur due to the declared origin not being recognised by the relevant authority as a result of incorrect certification or lack of verifiability, unless the Vendor/supplier is not responsible for these consequences.

VIII. Warranty / Defects

1. Unless stipulated otherwise hereinafter, the statutory provisions shall apply to the rights of the Buyer in the event of defects of the quality or title

of the Goods (including incorrect delivery or underdelivery and improper assembly/installation or defective instructions) and in the event of other breaches of duty by the Vendor.

2. In accordance with the statutory provisions, the Vendor shall in particular be liable for ensuring that the Goods are of the agreed condition upon transfer of risk to the Buyer and have the features and values guaranteed by the Vendor. The agreement regarding the condition of the Goods shall in any case be those product descriptions that form the object of the respective contract – especially by being described or referred to in the Buyer's purchase order. It does not matter whether the product description originates from the Buyer, the Vendor or the manufacturer.
3. The Vendor guarantees that all deliveries and services correspond to the state of the art and comply with the relevant legal provisions, with European and German technical standards and regulations as well as with guidelines issued by authorities and trade associations. The supplier is responsible, in particular, for ensuring that all deliveries and services comply with occupational safety regulations, the requirements of the Equipment Safety Act (Gerätesicherheitsgesetz), accident prevention regulations, fire protection regulations and environmental regulations.
4. With regard to the commercial obligation to carry out an inspection and notify defects, the statutory provisions (Sections 377, 381 of the German Commercial Code (Handelsgesetzbuch)) apply with the following proviso: The Buyer's inspection obligation shall be limited to defects that openly come to light during external examination, including of the delivery documents, during the Buyer's incoming goods inspection (e.g. transport damage, incorrect delivery, underdelivery) or that become evident during the Buyer's inspection as part of its random sampling procedure. If an acceptance procedure is agreed or provided for by law, no inspection obligation exists. Otherwise, it depends on the extent to which an inspection is feasible, taking into account the circumstances of the individual case in the ordinary course of business. The Buyer's obligation to notify defects which are discovered subsequently remains unaffected. Notwithstanding the Buyer's inspection obligation, the notification of defects shall in any case be deemed to be prompt and timely if it is sent within 5 working days from the time of discovery or, for obvious defects, from the time of delivery.
5. If the Buyer is entitled to a statutory right of supplementary performance, the Vendor may, at its discretion, demand supplementary performance through rectification of the defect or through delivery of a defect-free item.
6. Supplementary performance also includes the dismantling of the defective Goods and reinstallation if the Goods, in accordance with their nature and intended purpose, were installed in another item or attached to another item before the defect became apparent; the Buyer's statutory entitlement to reimbursement of the corresponding expenses (dismantling and installation costs) remains unaffected.
7. The respective destination is generally also the place of fulfilment for the supplementary performance. The place of supplementary performance shall, at the discretion of the Buyer, be the place of fulfilment or the place of acceptance, if such has been agreed, or the current location of the

Goods, especially at the premises of the Buyer's end customer.

8. The necessary costs associated with inspection and supplementary performance, especially transport, travel, labour and material costs, as well as any dismantling and installation costs, shall be borne by the Vendor. This also applies if it turns out that there was actually no defect. The Buyer's liability for damages for an unjustified request to remedy a defect remains unaffected; in this respect, however, the Buyer shall only be liable if it recognised, or gross negligently failed to recognise, that there was no defect.
9. If the Vendor does not fulfil its supplementary performance obligation within a reasonable time period set by the Buyer, the Buyer may remedy the defect itself and demand compensation from the Vendor for the necessary expenses or demand a corresponding advance payment. If the supplementary performance by the Vendor has failed or is unacceptable to the Buyer, there is no requirement to set a time period. Such unacceptability to the Buyer may arise, in particular, in the case of special urgency, an imminent unreasonable delay, endangerment of operational safety, or imminent occurrence of disproportionate damage to devices, installations or equipment that are of relevance for safety or necessary for operational and business purposes. The Buyer shall inform the Vendor of such circumstances immediately, if possible in advance. The mutual agreement of a supplementary performance period has the same legal effects as a period being set by the Buyer.
10. Otherwise, in the event of defects of the quality or title, the Buyer shall be entitled to a reduction of the purchase price or to withdraw from the contract in accordance with the statutory provisions. Furthermore, the Buyer has, in accordance with the statutory provisions, an entitlement to compensation for damages and reimbursement of expenses.

IX. Impediments to performance / Limitation of the Buyer's claim to performance

1. The Vendor is obliged to inform the Buyer immediately in writing if circumstances occur resulting in a situation whereby fulfilment of its delivery and/or services will be impeded, or such circumstances becomes apparent to the Vendor. The Vendor must specify the reasons for the impediment and, if possible, specify the expected duration.
2. Notwithstanding Section 438 (1) no. 3 of the German Civil Code, the general limitation period for claims for defects shall be 3 years from transfer of risk. If an acceptance procedure is agreed or provided for by law, the limitation period commences upon acceptance. The three-year limitation period applies accordingly also for claims for defects of title, whereby the statutory limitation period for urgent surrender claims of third parties (Section 438 (1) no. 1 of the German Civil Code) remains unaffected; claims for defects of title beyond this do not expire under any circumstances whilst the third party – especially in the absence of a limitation period – can still assert the right against the Buyer.
3. The limitation periods applying under the law governing the sale of goods, including the above extension, shall – to the extent provided for by law – apply to all contractual claims for defects. To the extent that the Buyer is also entitled to non-contractual claims for damages because of a defect, the regular statutory limitation period

(Sections 195, 199 of the German Civil Code) shall apply unless the application of the limitation periods of the law governing the sale of goods leads to a longer limitation period in individual cases.

X. Supplier regress

1. Alongside the claims for defects, the Buyer has an unrestricted entitlement to the statutory expense and regress claims within a supply chain (supplier regress according to Sections 478, 445a, 445b and Sections 445c, 327 (5), 327u of the German Civil Code). The Buyer is, in particular, entitled to demand the exact type of supplementary performance (repair or replacement) from the Vendor that the Buyer owes its customers depending on the individual case. The Buyer's statutory right to choose (Section 439 (1) of the German Civil Code) is not restricted by this.
2. Before the Buyer recognises or fulfils a claim for damages asserted by its customer (including reimbursement of expenses in accordance with Sections 445a (1), 439 (2, 3, 6 S. 2), 475 (4) of the German Civil Code), it shall inform the Vendor and, briefly explaining the matter, shall request a written statement. If a substantiated statement is not provided within a reasonable time frame and no amicable solution is brought about, the claim for damages actually granted by the Buyer is deemed to be owed to its customer. In this case, it is incumbent on the Vendor to provide counter evidence.
3. The supplier regress claims of the Buyer also apply if the defective Goods were combined with another product or further processed in another way by the Buyer, its customers or a third party, e.g. through mounting, attachment or installation.

XI. Manufacturer liability

1. If the Vendor is responsible for product damage, the Vendor must exempt the Buyer from third-party claims, as the cause is to be found in the Vendor's sphere of control and organisation and the Vendor is itself liable vis-à-vis third parties.
2. Within this framework, the Vendor is also obliged to reimburse any expenses that arise from or in connection with a third-party claim, including a product recall carried out by the Buyer. The Buyer shall inform the Vendor about the content and scope of the recall measures – insofar as possible and reasonable – and shall give the Vendor an opportunity to provide a statement. Further legal claims remain unaffected.
3. The Vendor must, at its own expense, take out and maintain product liability insurance with flat-rate cover of at least EUR 10 million per incident of personal injury/material damage.

XII. Ethics / Corporate social responsibility / Anti-corruption

1. The Vendor accepts social and economic responsibility for sustainable economic activity and the security of the supply chain. It undertakes to ensure that all statutory regulations on the safeguarding of human rights, on the upholding of the relevant labour standards and on prohibiting discrimination as well as forced labour and child labour are complied with in the manufacture and supply of products and the provision of services. Furthermore, the Vendor/supplier undertakes to comply with the statutory provisions of the German Supply Chain Act (Lieferkettengesetz) and any other national or European regulations to protect the environment and human rights in the supply chain. The same applies for statutory

requirements in relation to sustainability, CO2 emissions (carbon footprint) and conservation of resources. At our request, the Vendor/supplier must provide information on this and present evidence free of charge. This also applies if the supplier does not fall under the direct scope of application of the relevant regulations. Finally, the Vendor/supplier undertakes not to tolerate any form of corruption or bribery and not to engage in this in any way.

2. The obligations in this clause apply to the Vendor and its employees. The Vendor shall undertake all reasonable efforts to ensure that its sub-suppliers, affiliated companies and all other persons involved in the fulfilment of the duties of the Vendor under the contract comply with the obligations applicable to the Vendor.

XIII. Choice of law / Place of jurisdiction / Miscellaneous

1. The Vendor must inform the Buyer immediately in writing about changes to raw materials, basic materials, formulations, manufacturing processes, supplied parts as well as to declarations of conformity.
2. These GTCP and the legal relationships between the Buyer and the Vendor are subject solely to the law of the Federal Republic of Germany, excluding any conflict of law rules of international private law and of international uniform law, especially the UN Convention on the International Sale of Goods (CISG).
3. If the customer is a businessman, a legal entity under public law or a special fund under public law, the sole place of jurisdiction for all disputes arising from this contractual relationship is the Buyer's registered office in 86647 Buttenwiesen, Germany. We shall, however, in all cases also be entitled to take legal action at the place of fulfilment of the delivery obligation in accordance with these GTCP or an overriding individual agreement, or at the Vendor's general place of jurisdiction. Overriding statutory provisions, especially regarding exclusive competence, shall not be affected.
4. Should individual provisions of these GTCP be or become null and void, unenforceable or not feasible (in whole or in part), this shall not affect the effectiveness of the remaining provisions of these GTCP. In such a case, a provision that comes as close as possible in meaning and purpose should be used instead of the provision that is null and void, unenforceable or not feasible. The same applies insofar as these GTCP contain an unintentional loophole.