

General Terms and Conditions of Purchase of Redpath Deilmann GmbH

1. Scope of application

1.1 These General Terms and Conditions of Purchase (GTCP) shall apply to all business relations with our business associates and suppliers ("contractors"). The GTCP shall only apply if the contractor is an entrepreneur (section 14 of the German Civil Code [BGB]), a corporate body under public law or a special fund under public law.

1.2 The GTCP shall apply in particular to contracts for the sale and/or delivery of movable goods ("goods"), irrespective of whether the contractor manufactures the goods itself or purchases them from suppliers (sections 433, 650 of the German Civil Code). Unless otherwise agreed, the GTCP in the version valid at the time of our order or, at least, in the version last notified to the contractor 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.

1.3 These GTCP shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the contractor shall only become part of the contract if we have expressly consented in writing to their validity. This consent requirement shall apply in any case, for example even if we accept the contractor's deliveries in the knowledge of the contractor's General Terms and Conditions without reservation.

1.4 Agreements made with the contractor in individual cases (including subsidiary agreements, supplements and changes) shall in any case take priority over these GTCP. Subject to proof to the contrary, a written contract or our written confirmation shall be relevant for the content of such agreements.

1.5 Legally relevant declarations and notifications by the contractor with regard to the contract (e. g. setting of deadlines, reminders, withdrawal) shall be made in writing, that is in written or text form (e. g. letter, e-mail, fax). Legal formal requirements and further proofs, in particular in case of doubts about the legitimacy of the declarant, shall remain unaffected.

1.6 References to the applicability of legal regulations are for the purposes of clarification only. Therefore, the legal regulations shall also apply without such a clarification if these GTCP are not directly changed or expressly excluded.

2. Orders

2.1 Orders shall only be legally binding if we have placed them in written form. Orders placed verbally or by telephone require subsequent confirmation by us in written or text form. The contractor shall point out apparent errors (e. g. spelling and calculation errors) and incompleteness of the order including the order documents to us for purposes of correction or completion before the order is accepted; otherwise, the contract shall be deemed not to have been concluded.

2.2 The contractor is obliged to confirm acceptance of the order in writing or text form within a deadline of 3 days. The unconditional dispatch of the goods within 3 days shall be deemed as acceptance.

2.3 If the contractor's order confirmations deviate from the order, the contractor shall be obliged to explicitly point this out. In this case, a contract shall only be concluded with our written consent.

2.4 The commissioning of a subcontractor shall require our prior written consent while the obligations of the contractor towards us shall remain unrestricted.

3. Offers, Documents

Offers of the contractor must always be submitted in writing or in text form and are understood to be without obligation to pay compensation. With regard to the type, quality and design of the goods to be delivered, our regulations, drawings, samples and instructions shall be relevant only. If the contractor intends that its catalog details and/or installation sketches shall serve as a basis for our orders, the contractor shall be obliged to provide us with the latest catalogs and installation sketches before the order is being executed. If the updating of these documents results in changes for current orders, the contractor shall obtain our approval without delay.

4. Prices, Delivery, Transfer of Risk, Default of Acceptance, Packaging

4.1 The agreed prices are fixed prices and include free delivery to the point of use, including all services and ancillary services of the contractor (e. g. assembly, installation) as well as all additional costs (e. g. proper packaging, transport costs including any transport and liability insurance). Unless otherwise agreed, the statutory sales tax valid at the time of the conclusion of the contract shall not be included in the price.

4.2 If the prices are not listed in our order, the contractor shall state them in its order confirmation. In this case, the contract shall only be concluded upon our acceptance in writing or text form.

4.3 Delivery shall be made within Germany franco domicile to the place specified in the order. The respective place of destination is also the place of performance for the consignment and any subsequent performance (obligation to deliver).

4.4 The contractor shall not be entitled to have the performance owed under contract rendered by third parties (e. g. subcontractors) without our prior written consent. The contractor shall bear the procurement risk for its services unless otherwise agreed in individual cases (e. g. limited to own stock).

4.5 Shipping addresses shall be strictly adhered to. Any costs incurred due to incorrect dispatch shall be borne by the contractor. We must be notified immediately of each outgoing shipment by a dispatch note (in the case of delivery by messenger or vehicle by delivery note). Changes due to subsequent cost increases are excluded, unless explicitly agreed otherwise.

4.6 The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (item number and quantity) and our order ID (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom.

4.7 The risk of accidental loss and accidental impairment of the goods shall be transferred to us upon handover at the place of performance. If acceptance testing is agreed upon, this shall be relevant for the transfer of risk. In all other respects, the legal regulations of the law applicable to contracts for work and services shall also apply mutatis mutandis in the event of acceptance. The handover or acceptance shall be deemed equivalent if we are in default of acceptance.

4.8 The legal regulations shall apply if we are in default of acceptance. The contractor, however, must explicitly offer us its performance even if a specific or definable calendar time has been agreed for an action or assistance on our part (e. g. provision of material). If we are in default of acceptance, the contractor may demand compensation for its additional expenses by the legal regulations (section 304 of the German Civil Code). If the contract relates to a specific item to be manufactured by the contractor (making to specification), the contractor shall only be entitled to further rights if we have committed ourselves to cooperate and are responsible for the absence of our cooperation.

4.9 The contractor shall use environmentally friendly and, if possible, recyclable packaging materials.

5. Invoice, Payment

5.1 Invoices can only be processed if they show the statutory sales tax and include the complete order number and the delivery date. Invoices are not to be enclosed with the shipment but to be submitted separately.

5.2 Unless otherwise agreed, payment shall be made from the date of complete delivery and performance (including, when indicated, an agreed acceptance testing) and receipt of the invoice issued by article 5.1 within 14 days less a 3% discount on the net amount of the invoice or net after 30 days. In the case of bank transfer, payment is deemed to have been made in due time if our transfer order is received by our bank before expiry of the payment deadline; we are not responsible for any delays caused by the banks involved in the payment process.

5.3 We do not owe any interest after due date. The legal regulations shall apply to default in payment.

5.4 We shall be entitled to rights of offsetting and retention as well as the plea of non-performance of the contract to the extent provided by law. In particular, we shall be entitled to withhold payments due as long as we are still entitled to claims against the contractor arising from incomplete or defective performance.

5.5 The contractor only has a right of offsetting or retention due to legally binding or undisputed counterclaims.

6. Dates and Deadlines

6.1 The delivery time specified by us in the purchase order is binding. The contractor is obliged to inform us immediately in writing, stating the reasons, if he is unlikely to be able to meet agreed delivery times – for whatever reason –, and the contractor has to inform us of the duration of the expected delay. Acknowledgement of the new delivery date shall require our consent in writing or text form.

6.2 If the contractor does not provide its services or does not perform them within the agreed delivery period or if the contractor is in default, our rights – in particular to rescission and compensation for damages – shall be determined by the legal regulations.

7. Retention of Title

The goods must be transferred to us unconditionally and without consideration of the payment of the price. If, however, we accept an offer of the contractor to the transfer, which is contingent upon the payment of the purchase price, in individual cases, the title retention of the contractor shall expire no later than with the payment of the purchase price for the delivered goods. We shall, in the ordinary course of business, continue to be authorized to resell the goods also before the payment of the purchase price with prior assignment of the resulting claim (alternatively the application of the basic title retention extended to resale). This consequently excludes all other forms of retention of title, in particular the expanded title retention, which is passed on and extended to further processing.

8. Quality, Design Specifications

8.1 If the contractor receives drawings, samples or other regulations from us, these alone shall be relevant for the type, quality and design of the goods to be delivered.

8.2 The goods supplied must comply with the prevailing legal accident prevention regulations, VDE regulations, other legal regulations and ordinances as well as the recognized rules of technology.

9. Materials Defect Liability

9.1 The contractor shall ensure compliance with the warranties it has assumed and shall ensure that the supplies or services are flawless. The supplies shall also comply with the relevant regulations under public law, directives and regulations of public authorities, professional organizations, etc.

9.2 The legal regulations shall apply to our rights in the event of material defects and defects of title of the goods (including wrong delivery and short delivery as well as improper assembly and incorrect assembly, operating or operating instructions) and in the event of other breaches of duty by the contractor, unless otherwise stipulated below.

9.3 According to the legal regulations, the contractor shall be, in particular, liable for ensuring that the goods have the agreed quality at the time when the risk is being transferred to us. The properties or characteristics stated in the specification according to the purchase order or in quality assurance agreements as well as those product descriptions which – in particular by designation or reference in our order – are the object of the respective contract or were 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, from the contractor or from the manufacturer. We must be informed immediately of any reservations the contractor may have with regard to our specification.

9.4 We are not obliged to inspect the goods or to make special inquiries about any defects upon conclusion of the contract. In partial derogation from section 442 para. 1. clause 2 of the German Civil Code, we shall therefore also be entitled to claims for defects without limitation if the defect remained unknown to us upon conclusion of the contract due to gross negligence.

9.5 The legal regulations (sections 377, 381 of the Commercial Code [HGB]) shall apply to the commercial duty to inspect and give notice of defects to the following conditions: Our duty to inspect is limited to defects which are revealed during our incoming goods control through external survey including the shipping documents (e. g. transport damage, wrong and short delivery) or which are recognizable during our quality control in the sampling procedure. If acceptance has been agreed, there shall be no obligation to inspect. For the rest, 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 shall remain unaffected. Regardless of our duty to inspect, our notice of defect shall be deemed to have been given without undue delay and in good time if it is sent within 5 working days of discovery or, in the case of obvious defects, of delivery.

9.6 Subsequent performance also includes removal of the defective goods and re-installation if the goods have been installed in another item or attached to another item by their type and intended use; our legal claim to reimbursement of corresponding expenses shall remain unaffected. The expenses necessary for inspection and subsequent performance shall be borne by the contractor 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 shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.

9.7 Without prejudice to our statutory rights and the provisions in article 5, the following shall apply: If the contractor fails to meet its obligation of subsequent performance – at our choice by remedying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery) – within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement from the contractor of the expenses required for this purpose or a corresponding advance payment. A deadline shall not be set if subsequent performance by the contractor has failed or is unacceptable for us (e. g. due to particular urgency, threat to operating safety or impending occurrence of disproportionate damage); we shall inform the contractor of such circumstances without undue delay, if possible, in advance.

9.8 In the event of a material defect or defect of title, we shall otherwise be entitled to reduce the purchase price or to withdraw from the contract by the legal regulations. In addition, we shall be entitled to claim compensation for damages and expenditure in accordance by the legal regulations.

10. Product Liability

10.1 The contractor is responsible for every claim made by third party on the grounds of personnel or material defects which can be traced back to a defective product supplied by the contractor and shall be obliged to release us from the resulting liability. If we are obliged to initiate a product recall affecting third parties due to defects in a product supplied by the contractor, the contractor shall bear all costs associated with the product recall. We will inform the contractor about the content and scope of recall measures – as far as practicable and reasonable – and give the contractor the opportunity to comment. Further legal claims shall remain unaffected.

10.2 The contractor shall maintain product liability insurance at its own expense which, unless otherwise agreed in individual cases, need not cover the recall risk or punitive damages or similar damages. The contractor shall send us a copy of the liability policy at any time upon request.

11. Industrial Property Rights

11.1 In accordance with paragraph 2, the contractor guarantees that the products they supply do not violate any industrial property rights of third parties in any country in the European Union or other countries in which the contractor manufactures the products or has them manufactured.

11.2 The contractor is obliged to indemnify Redpath Deilmann GmbH from all claims asserted against Redpath Deilmann GmbH by third parties due to the infringement of industrial property rights referred to in paragraph 1 and to reimburse Redpath Deilmann

GmbH for all necessary expenses in connection with this claim. This does not apply if the contractor proves that they are neither responsible for the infringement of property rights nor that the contractor could have been aware of it at the time of delivery when exercising proper business diligence.

11.3 Our further legal claims due to defects of title of the products delivered to us shall remain unaffected.

12. Withdrawal from the Contract

12.1 We shall have the right to withdraw from the contract in particular if the contractor breaches its obligation according to article 15.

12.2 We shall also have the right to withdraw from the contract if the contractor discontinues its deliveries or if insolvency proceedings have been instituted.

13. Provision

Any materials which we ceded to the contractor remain our property, like tools, drawings or other documents ceded to the contractor in connection with the conclusion or implementation of the contract.

14. Prohibition of Assignment

Claims of the contractor arising from the contract are not assignable or transferable without our written consent. This shall not apply if monetary claims are concerned.

15. Confidentiality

15.1 The contractor shall be obliged to keep all drawings, plans, illustrations, calculations, models, samples and other documents received strictly confidential, unless they have become common knowledge or have been made available to the public. Such documents are to be used exclusively for the services under the given contract and are to be returned to us after completion of the contract. The documents shall be kept confidential from third parties, also after termination of the contract. The contractor may only disclose or pass them on to third parties with our express prior written consent, provided that they have obliged the recipient to keep them similarly confidential. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents provided has become public knowledge.

15.2 The contractor shall be liable to us for violation of a contract on the part of any third party assigned as for its own misconduct. If the contractor violates this confidentiality agreement, the contractor shall be obliged to pay us a contractual penalty, the amount of

which shall be determined by us using equitable discretion and, in the event of a dispute, shall be reviewed for fairness by the competent court. Further claims shall remain unaffected by this.

16. Limitation

16.1 The mutual claims of the contracting parties shall become statute-barred according to the legal regulations, unless otherwise stipulated below.

16.2 By derogation from section 438 para. 1 no. 3 of the German Civil Code, the general limitation period for claims arising from defects shall be 3 years following risk transfer. If any acceptance testing is agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for third party claims in rem (sect. 438 para. 1 no. 1 of the German Civil Code) shall remain unaffected; in addition, claims arising from defects of title shall on no account become statute-barred, as long as the third party can still assert the right against us – in particular in the absence of limitation.

16.3 The limitation periods under sales law, including the aforementioned extension, apply – within statutory limits – to all claims for defects. If we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply (sections 195, 199 of the German Civil Code), unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

17. Choice of Law, Place of Jurisdiction, Severability Clause

17.1 The law of the Federal Republic of Germany shall apply exclusively with the exception of the UN Convention on Contracts for the International Sale of Goods.

17.2 If the contractor is a merchant as defined by the German Commercial Code, a legal entity under public law or a special fund under public law, our registered office in Dortmund shall – also internationally – be the exclusive place of jurisdiction for all disputes arising from the contractual relationship. The same shall apply accordingly if the contractor is an entrepreneur as defined by section 14 of the German Civil Code. However, we shall also invariably be entitled to file a lawsuit at the place of performance of the delivery obligation by these GTCP or an overriding individual agreement or at the contractor's place of general jurisdiction. Priority statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.

As of April 2022