

Vierling General Conditions of Purchase (GCP)

1. Scope and written form for contract amendments

- 1.1. The following terms and conditions of purchase apply exclusively to the deliveries and services provided by the Supplier and Contractor (hereinafter referred to as Supplier) to VIERLING Production GmbH (hereinafter referred to as the Customer). Conflicting or divergent terms and conditions of the Supplier, contractor, service provider etc. are expressly contradicted. Neither the silence of the Customer upon the sending of the Supplier's conditions nor the lack of opposition to the execution of an order by the Supplier are to be considered as acceptance.
- 1.2. These terms and conditions of purchase also apply to all future business relationships with the Supplier, even if they are not expressly agreed again.
- 1.3. Changes and additions to this agreement must be made in writing for the purpose of verification.

2. Inquiry, order and change of product features after ordering

- 2.1. All inquiries are in principle noncommittal.
- 2.2. All offers are made free of charge. The validity of Supplier offers is 90 calendar days from the date of the offer.
- 2.3. Orders, statements and delivery schedules as well as their changes and additions must be in writing (in particular by e-mail). The Supplier can accept the Customer's order within a period of 48 hours in written form (in particular by e-mail). Late acceptance is considered a new offer and requires the Customer's acceptance. Until acceptance, the Customer can cancel an order at any time, wholly or partially, and free of charge.
- 2.4. The Supplier may only subcontract with the consent of the Customer.
- 2.5. The delivery items are ordered according to the services offered by the Supplier or according to Customer specifications. The Supplier must check whether the specification in the version specified in the order is available, and if so request it. The Supplier must also check whether the material named on the order form complies with its intended purpose. If the Supplier has objections as to usability, the Customer must be informed immediately.
- 2.6. Changes after the order to the characteristics of the specified product or the manufacturing process affecting it must be communicated to the Customer in written form without delay. Changes to the supplied item require the Customer's prior written consent. Insofar as the specification is not a guaranteed feature, the Customer is entitled to terminate the contract in the case of significant changes that conflict with the planned use of the goods. The further statutory rights of the Customer remain unaffected.

3. Delivery, delivery time and delivery delays

- 3.1. Delivery is DDP (Incoterms 2010) to the place specified in the order (destination). If no destination is indicated, the place of destination is the Customer's registered office.
- 3.2. The Supplier is fully responsible for procuring the supplies and services required for deliveries and services - even without fault.
- 3.3. Each delivery must be accompanied by a delivery note. This delivery note must identify the ex-



act name of the delivery item, the quantity delivered as well as the Customer's item and order number. The above data must also be given on all consignment notes and/or other accompanying documents, customs documents and other documents specified in the order. The processing work resulting from incorrect or missing numerical notations at the Customer's site and the consequences of delays caused by this shall be borne by the Supplier.

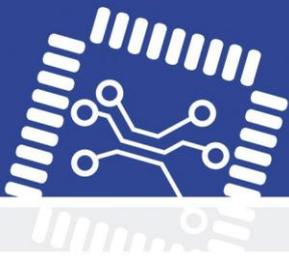
- 3.4. The delivery date specified in the order is binding. The receipt of the delivery item at the Customer's site or at the receiving agency named by the Customer is decisive for the observance of the delivery date, in accordance with Clause 3.1. Unilateral changes to the delivery date by the Supplier are not permitted. If deliveries are delivered earlier than the date stated in the order, the Customer reserves the right to store them at the Supplier's expense or at a contracted forwarding agency until the agreed delivery date.
- 3.5. The Supplier is obliged to notify the Customer in writing without delay if circumstances occur or become apparent to it which indicate that agreed delivery dates cannot be met.
- 3.6. If the Supplier does not deliver its services within the agreed delivery period or if it is in default, the Customer's rights - in particular for withdrawal and compensation for damages - shall be determined in accordance with statutory provisions. The provision in Clause 3.7 remains unaffected.
- 3.7. In the event of delivery delay, the Customer is entitled to claim a contractual penalty of 0.3% of the net order value per working day, but no more than 5% of the net order value. A forfeited contractual penalty shall be offset against the damage caused by delay to be compensated by the Supplier. The Customer is entitled to demand the contractual penalty in addition to the fulfillment and as a minimum amount of compensation owed by the Supplier in accordance with the statutory provisions; the assertion of further damage remains unaffected. If the Customer accepts the delayed service, it will assert the contractual penalty at the latest with the final payment.

4. Packaging

- 4.1. The goods must be packed in such a way that transport damage is avoided. Packaging materials are only to be used to the extent necessary for this purpose. At the request of the Customer, the Supplier shall collect all necessary transshipment, transport and sales packaging from the place where it has to perform its services, at its own expense, or have it collected by a third party.

5. Quality, Quality Management System, Testing and Documentation

- 5.1. The goods to be delivered must comply with respectively applicable domestic and foreign legal regulations, ordinances, in particular also the REACH-ordinance, the usual regulations on conflict materials and guidelines, in particular also RoHS guidelines, and in particular accident prevention regulations. The Supplier must comply with the recognized rules of technology, the generally accepted technical and occupational medical regulations and safety regulations of authorities, professional associations and trade associations as well as the agreed technical data for deliveries. The Supplier is obliged to notify the Customer immediately in writing if circumstances occur or become apparent to it which indicate that the goods to be delivered do not comply with the above provisions.
- 5.2. The Customer rejects in principle a supply of substances that fall under the REACH regulations. The Supplier must inform the Customer immediately before the conclusion of the contract if the requested article contains REACH substances. Insofar as the Customer does not become aware of the fact that the ordered goods contain REACH substances through no fault of its



own after the conclusion of the contract, it is entitled to withdraw from the contract.

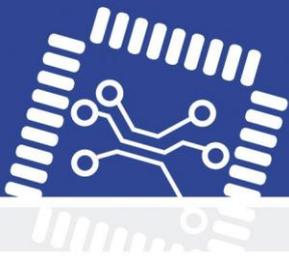
- 5.3. The Supplier must set up and prove a quality management system that complies with recognized rules (e.g. DIN EN ISO 9001:2015). The Supplier must inform the Customer immediately if it no longer complies with a quality management system or loses certification for the quality management system.
- 5.4. The Customer reserves the right to convince himself of the effectiveness of the quality management system on site.
- 5.5. The Supplier must constantly check the quality of the deliverables. The contracting parties will inform each other about possibilities for improving the quality of the system, processes and products.
- 5.6. In addition, in the case of characteristics specifically identified in the technical documentation, the Supplier shall specially record when, in what manner and by whom the deliverables have been tested for these characteristics and what the results of these investigations were. The Supplier must ensure compliance with the required specifications on an ongoing basis by means of suitable measures (e.g. product checks, process safeguards, etc.). The product and process characteristics to be monitored, the safety measures, test equipment and test methods, and the associated quality certificates shall be determined by mutual agreement between the Customer and the Supplier.
- 5.7. Upon request of the Customer, the Supplier shall attach to the deliveries appropriate quality proofs regarding the compliance with the required specification.
- 5.8. Traceability with regard to the material used and the manufacturing process for the specially marked characteristics shall be ensured by appropriate marking or testing and monitoring processes.
- 5.9. The examination documents must be kept for ten years and submitted to the Customer if required. This applies in particular to features subject to mandatory documentation and to all features required to comply with the relevant statutory provisions. Subcontractors shall be bound to the same extent by the Supplier within the scope of the legal possibilities.

6. Services

- 6.1. In principle, the Supplier provides the agreed services himself or through its own technically qualified employees in accordance with the recognized rules of technology.
- 6.2. The Supplier is due to provide a high standard of care and quality in the fulfillment of the service obligations.
- 6.3. The Supplier has to document the provision of services and to prove this at the request of the Customer. In this case, the person of the service provider, the date, the time and the duration of the activity as well as a description are to be recorded, which contain the purpose and the direction of the activity, its contents and its result.

7. Prices, invoices and terms of payment

- 7.1. The price shown in the purchase order is binding. Unless otherwise agreed, the price excludes delivery in accordance with Clause 3.1 as well as the costs incurred for the necessary creation of tools and devices during the production of the delivery items as well as their preservation.
- 7.2. Invoices must be submitted to the Customer after delivery, separately and in proper form. Each invoice must state the exact name of the delivery item, the date of performance, the quantity delivered, the material number, the Customer's order number and the customs tariff number of the delivery item. If the Supplier fails to do this, delays in processing are not the responsibility of the Customer. The statutory value added tax must be shown separately.



7.3. The agreed price is due for payment within 75 calendar days from delivery, according to Clause 3.1, or performance (including any agreed acceptance) and receipt of a proper invoice in accordance with Clause 7.2. The Customer is entitled to pay before the due date. If the Customer pays the purchase price within 14 calendar days of delivery according to Clause 3.1, or performance, or from receipt of a proper invoice according to Clause 7.2, the Supplier grants it a 3% discount on the net amount of the invoice.

8. Offsetting, rights of retention and ban on assignment of the Supplier

8.1. The Customer is legally entitled to offsetting and retention rights as well as a plea of non-fulfillment of the contract. The Customer is in particular entitled to withhold due payments as long as it is entitled to claims for incomplete or defective services against the Supplier.

8.2. The Supplier has a set-off and retention right only on the basis of legally established or undisputed claims.

8.3. The Supplier is not entitled to assign its claims from the contractual relationship to third parties nor to have them collected by third parties. The prohibition of assignment does not apply in the case of monetary claims.

9. Warranty

9.1. For the rights of the Customer in case of material and legal defects of the delivered goods (including wrong and short deliveries and improper installation, faulty assembly, operating or handling instructions) and other breaches of duty by the seller, statutory provisions apply unless otherwise agreed below.

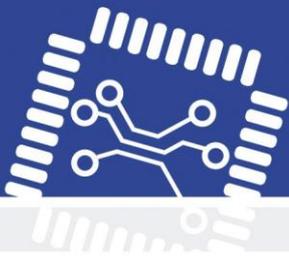
9.2. According to the statutory provisions, the seller is liable in particular for ensuring that the goods have the agreed quality upon the transfer of risk to the contractor. In any case, the terms of agreement are deemed to be the product descriptions that are the subject of the contract - in particular by designation or reference in the Customer's order. It is irrelevant whether the product description comes from the Customer, the Supplier or the manufacturer.

9.3. Unless otherwise agreed, the delivered items are checked by the Customer for defects within a reasonable period of time. Upon detection, the Supplier will be notified immediately of the defect by the Customer. In any case, if special circumstances do not require a longer period, the notification shall be deemed to be without delay if it is received by the Supplier within 5 working days from the date of delivery or in the case of hidden defects as of their discovery.

9.4. If the delivery consists of similar items and more than 10% of the delivered goods are defective, the Customer is entitled - without any further inspection obligation - to assert claims for defects for the entire delivery.

9.5. At its own discretion, the Customer is entitled to demand from the Supplier removal of defects or delivery of a new item at the Supplier's expense. This also applies if the delivery item is no longer at the place of performance. Incidentally, if there is a defect as to quality or title the Customer is entitled, according to the statutory provisions, to reduce the purchase price or to withdraw from the contract. In addition, the statutory provisions entitle the holder to compensation for damages and reimbursement of expenses.

9.6. If the Supplier fails to meet the obligation to rectify defects within a period of time set by the Customer, insofar as required by the statutory provisions, the Customer can remedy the defect himself in addition to the statutory warranty rights and demand compensation from the supplier for the expenses required for this. If the supplementary performance by the Supplier



has failed or is not reasonable for the Customer (e.g. because of special urgency, endangering the operational safety or threatening to incur disproportionate damage), no deadline is required; in such circumstances, the Customer will inform the Supplier immediately, if possible beforehand.

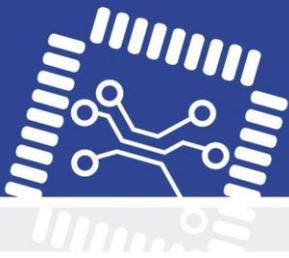
- 9.7. The costs incurred by the Supplier for the purpose of testing and supplementary performance shall be borne by the Supplier even if it turns out that there was in fact no defect. The liability for damages for requests for remedies of defects remains unaffected; in this respect, the Customer is liable only if it has recognized or grossly negligently did not recognize that there was no defect.
- 9.8. The warranty period is 24 months, unless otherwise agreed, calculated from delivery to the place of performance. The regulations of § 479 of the German Civil Code remain unaffected. For delivery items that have been reconditioned or repaired within the period of limitation of claims for defects, the warranty period begins again at the time at which the Supplier has fully fulfilled the Customer's claims for supplementary performance.
- 9.9. The Customer shall also be entitled to claims arising from recourse against a Supplier pursuant to §§ 478, 479 of the German Civil Code if the goods were further processed by the Customer or one of its customers prior to their sale to the consumer, e.g. by incorporation into another product.

10. Producer liability

- 10.1. Insofar as the Supplier is responsible for a product defect, it is obliged to indemnify the Customer from claims of third parties upon first request, as far as the cause is located within its area of control and organization and is itself externally liable.
- 10.2. The Supplier undertakes to provide at its own expense an extended product liability insurance including processing damages with an adequate industry-standard amount of cover, at least in the amount of 5,000,000.00 EUR (in words: five million euros) to be maintained and submitted to the Customer on request. Any further claims for damages remain unaffected.
- 10.3. As part of its indemnity obligation, the Supplier has expenses under §§ 683 and 670 of the German Civil Code, which arise for the Customer from or in connection with a claim upon the Customer by third parties, including public warnings or product recalls carried out by the Customer. The Customer will inform the Supplier - as far as possible and reasonable - about the execution as well as the content and scope of the measures to be carried out without delay and give it the opportunity to comment. All other claims shall remain unaffected.

11. Change of contract terms

- 11.1. The Customer is entitled to change the time and place of delivery as well as the type of packaging at any time by notification in writing giving notice of at least 5 working days before the agreed delivery date. The same applies to changes in product specifications, insofar as these can be implemented within the scope of the Supplier's normal production process without considerable additional expenditure, in which case the notification period according to the above clause amounts to at least 20 working days.
- 11.2. The Customer will reimburse the Supplier for the additional costs that are proven and reasonable from the change. If such changes result in delivery delays that cannot be avoided with reasonable efforts within the Supplier's normal production and business operations, the originally agreed delivery date will be postponed accordingly. The contractor will notify the Customer in writing of any additional costs or delivery delays to be expected in good time prior to the possible delivery date, but at a minimum within



five working days of receipt of the change notification from the Customer.

12. Termination and Withdrawal

- 12.1. The Customer is entitled to terminate the contract at any time by giving a written statement stating the reason, should it no longer be able to use the ordered products in its business on the basis of circumstances occurring after the conclusion of the contract. Such circumstances are in particular the reduction of the number of items or cancellation of the order by the Customer's Customers. In this case, the Customer will compensate the Supplier for the partial delivery provided by it.
- 12.2. In addition to the statutory rights of withdrawal and termination, the Customer may terminate for good cause or, in the case of partial performance, may also withdraw in part. An important reason exists in particular if a material deterioration to the Supplier's economic conditions occurs or threatens to endanger the fulfillment of its obligations to the Customer, if insolvency claims are made on the Supplier's side or insolvency proceedings are opened or if the Supplier does not accept the recognized rules of the corresponding quality management system (e.g. DIN EN ISO 9001:2015) according to Clause 5.3 or loses certification for such a quality management system.
- 12.3. In the case of successive delivery contracts, there is an important reason in particular if the Supplier has twice delivered not inconsiderably defective goods.

13. Non-disclosure and Contractual Penalty

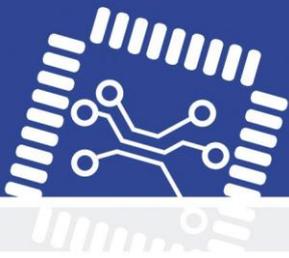
- 13.1. CONFIDENTIAL INFORMATION in the sense of these GCPs are all of the Customer's business and trade secrets, which the Customer has made available to the Supplier or otherwise made accessible and also contain information about contracts concluded between the parties, negotiations taking place, corporate interests, economic relations, billing policy, strategies, personnel information and the Customer's financial status and performance. CONFIDENTIAL INFORMATION shall in particular include information, data, documents and procedures as well as other experience relating to the customer's know-how as well as other in-house knowledge, experience, documents, data and information, in particular information provided by the customer to the supplier on inquiries and order processing concerning end-customer inquiries to the customer as well as technical documents of the customer's end-customers, even if they have not been expressly designated as secret or confidential.

CONFIDENTIAL INFORMATION includes all copies, transcripts and other abstracts made hereof.

- 13.2. THIRD PARTIES are all persons, associations of persons, companies, associations and businesses that are not identical with the parties.

THIRD PARTIES in the sense of these GCPs are not

- The Supplier's employees who require the information necessary to carry out their activities in relation to this framework contract and the individual orders, and who have undertaken to maintain secrecy in accordance with the provisions of this agreement.



- companies affiliated to the supplier under corporate law under § 15 of the German Stock Corporations Act, if they are obliged to non-disclosure according to the regulations of this agreement.

13.3. Confidentiality obligations

- (a) The Supplier undertakes to keep CONFIDENTIAL INFORMATION confidential.
- (b) The Supplier may only use CONFIDENTIAL INFORMATION for the purpose of providing supplies and services to the Customer.
- (c) The Supplier shall not pass on the CONFIDENTIAL INFORMATION to a THIRD PARTY or make it accessible to them, unless the Customer has given its written consent.
- (d) The Supplier will take all reasonable precautions to prevent third party access to the CONFIDENTIAL INFORMATION.
- (e) The Supplier shall not make any copies or extracts, whether in paper, electronic or other form, of CONFIDENTIAL INFORMATION, unless this is essential for the purpose of the delivery or service.

13.4. The obligation of non-disclosure does not refer to information, documents and data for which the Supplier can prove that the information, documents and data

- (a) are already obvious or generally known at the time of their submission by the Customer or
- (b) are obvious or generally known after their transmission by the Customer without fault of the Supplier, or
- (c) have been or will be made known to the Supplier by any means other than by the Customer in a lawful manner and without limitation as to its secrecy or use.
- (d) must be disclosed by the Supplier on the basis of legal provisions, legal orders, official regulations or valid court decisions; the Supplier must inform the Customer of the disclosure.

13.5. The Supplier undertakes, at the Customer's first request, to hand over all written or otherwise recorded confidential information and related evaluations (including all copies, transcripts, records and electronic data media and other reproductions thereof) to the Customer or, if a publication on the basis of the nature or form of the information is not possible - to destroy and to confirm the destruction in writing to the Customer.

13.6. There is no obligation to disclose, transfer ownership or grant any usage rights under this Agreement. Disclosed confidential information does not constitute a prior publication or a right of prior use within the meaning of Patent Law and Utility Model Law.

13.7. The Supplier is obliged to pay a contractual penalty of up to €10,000 (ten thousand euros) for each case of culpable breach of the non-disclosure obligations pursuant to Clauses 13.3 to 13.5. The amount of the contractual penalty shall be determined by the Customer in its reasonable discretion for each incidence of the infringement and shall be verifiable by the competent court in case of dispute. The payment of the contractual penalty does not preclude the assertion of the right to omission or any other damages. The penalty will be deducted from any possible damages.



13.8. The duty of non-disclosure continues to apply even after the contract has been completed for a period of 3 years.

14. Property rights, rights of third parties

14.1. The Supplier warrants that the delivery items are free from third party rights or that it has all the necessary rights and is in a position to grant the required rights, and in particular in connection with the delivery no technical or industrial property rights or intellectual property rights from patents, utility models, designs and design rights, brands, marks, copyrights, personal rights or other rights of third parties in countries of the European Union, in other countries in which the Supplier manufactures or has the products manufactured and is violated in countries of operation named by the Customer.

14.2. If the Customer has a claim brought by a third party for infringement of property rights or other legal violations in connection with the manufacture, installation or use of the delivery items, the Supplier is obliged to exempt the Customer from these claims upon first written request; the Supplier shall immediately and at its discretion elect to acquire licenses from the party entitled to sublicense and grant the Customer corresponding usage rights, or directly broker corresponding rights in the relationship between the third party and the Customer, or the delivery items change or are exchanged in whole or in part so that they are free of third party rights. The exemption from liability does not apply if the specific infringement of property rights is due to the fact that the Customer himself is responsible for the infringement of property rights.

14.3. If a claim is brought against the Customer for infringement of property rights, the Supplier will reimburse the Customer for the costs incurred due to any possible infringement. This includes the costs of proper legal advice and legal representation. The prerequisite for this is that the Customer informs the Supplier without delay of all claims asserted by third parties and provides the Supplier with the required documents such as claims letters and court decisions.

14.4. Upon request, the Supplier shall grant the Customer all property rights and patent applications known to it or to become known to it, which it uses in connection with the deliverables. If the Supplier determines that property rights may be violated, it must inform the Customer immediately.

14.5. Further legal claims from the Customer due to defects of title remain unaffected.

15. Retention of Title

15.1. The Supplier's retention of title regulations are not recognized by the Customer. This does not apply to a simple retention of title, insofar as the Supplier is dependent on securing its trade credit, the retention of title relates to the respective payment obligation for the goods subject to retention of title and the business of the Customer is not geared towards mass sales and are handled as a cash transaction between the Supplier and us.

15.2. If the Customer makes a down payment when ordering new delivery items, the Supplier grants the Customer ownership of the value of the down payment made by it for the deliverable in the production process.

16. Supplements and production equipment

16.1. If parts or materials are provided by the Customer to the Supplier, the Customer reserves the right of ownership. Parts and materials may only be used in accordance with the con-



tract. Processing or transformation by the Supplier are carried out for the Customer. If the goods provided by the Customer for the manufacture of the deliverable are inseparably mixed or combined with other items not belonging to the Customer, the Customer acquires co-ownership of the new item in proportion to the value of the reserved item in the other mixed or connected items at the time of mixing or connection. If processing takes place in such a way that the Supplier's item is to be regarded as the main item, it shall be deemed to have been agreed that the Supplier shall transfer co-ownership pro rata to the Customer. The Supplier keeps the sole ownership or co-ownership free of charge and in trust for the Customer.

- 16.2. Production equipment such as tools, models or drawings, which the Customer makes available to the Supplier or which the Supplier produces for contractual purposes according to the Customer's instructions and which are invoiced separately to the Customer, remain the property of the Customer or become its property. The Supplier is obliged to mark the means of production as the property of the Customer and to use them exclusively for the production of the goods ordered by the Customer. The Supplier is further obliged to insure the manufacturing equipment belonging to the Customer at its own expense against damage from fire, water and theft. The Supplier is obliged to carry out necessary maintenance and inspection work in a timely manner, the costs for which are borne by the contracting parties, unless otherwise agreed, in each case by half. However, as far as these costs are due to defects of such items manufactured by the Supplier or to improper use by the Supplier, its employees or other agents, the costs shall be borne solely by the Supplier. The Supplier shall immediately notify the Customer of all significant damage to these items. Upon the Customer's request, the Supplier is obliged to return the items to the Customer in the proper condition if they are no longer required by the Supplier to fulfill the contract.

17. Place of performance, jurisdiction, choice of law and data protection

- 17.1. The place of performance for the delivery obligation and place of supplementary performance is the agreed place of destination for all other obligations arising from this contract for both parties: Ebermannstadt.
- 17.2. The exclusive place of jurisdiction is, as far as legally permissible, the Customer's place of business.
- 17.3. To the extent permitted by law, this Agreement and any legal relationship in connection with this Agreement shall be governed exclusively by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and to the exclusion of conflict of laws provisions.
- 17.4. The Supplier agrees that the Customer shall process and use the Supplier's personal data received within the framework or in connection with the business relationship to the extent permitted by the Federal Data Protection Act.