

General Terms and Conditions of Purchase for Tridelta Meidensha GmbH (as of May 2024)

Section 1 Scope of application and formal requirements

(1) The following General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our suppliers. The GTCP shall only apply if the supplier is an entrepreneur (as defined in Section 14 of the German Civil Code (BGB)), a legal entity constituted under public law or a special fund incorporated under public law.

(2) The GTCP apply in particular to contracts for the purchase of movable items (goods), irrespective of whether the supplier manufactures the goods themselves or purchases them from third-party suppliers. The GTCP also apply to the purchase of work and services as well as all other deliverables rendered by suppliers.

(3) Unless otherwise specified, the written version of the GTCP prevailing at the time of our order, or in any event the version last provided to the supplier, shall apply. The GTCP shall also apply to similar future orders without the need for us to refer to them again in each individual instance.

(4) These GTCP shall apply exclusively. Any divergent, conflicting or supplementary General Terms and Conditions of the supplier shall only be deemed part of the contract if and insofar as we have expressly agreed to their validity in writing. This consent requirement shall apply in each and every instance, for example even if the supplier refers to their General Terms and Conditions in the order confirmation and we do not expressly object to this.

(5) Individual agreements (e.g. framework agreements, quality assurance agreements) and details in our order shall take precedence over the GTCP. In the event of any uncertainty, trade terms shall be interpreted in accordance with the current version of the INCOTERMS® issued by the International Chamber of Commerce in Paris (ICC) at the time the order is placed.

(6) Legally binding declarations and notifications by the supplier in relation to the order (e.g. specification of deadlines, reminder notices, withdrawal) must be made in writing. In the context of this GTCP 'written form' or 'in writing' refers to both written and text formats, such as letter, email, fax. Statutory formal requirements and further evidence, in particularly the event of uncertainty or ambiguity concerning the legitimacy of the declaring party, shall remain unaffected.

Section 2 Conclusion of contract

(1) Our order shall first be deemed binding from the time a written placement or confirmation exists. The supplier is bound to notify us of any obvious mistakes (e.g. misspelling, calculation errors, incorrect version of a drawing) or omissions relating to the order including any of the enclosed documentation (e.g. packaging instructions, drawings) prior to acceptance for the purpose of correction or completion, otherwise the contract

shall be deemed not to be concluded.

(2) The vendor is obliged to confirm our order, including all enclosed documentation, in writing within a period of three working days or, in particular, to fulfil it without reservation by dispatching the goods (acceptance). The contract shall be deemed concluded upon receipt of the order confirmation or any other confirmation in which reference is made to the order.

(3) Acceptance of an order with extensions, restrictions or other changes shall be deemed a new offer from the supplier and is subject to approval by us.

Section 3 Delivery period and default in delivery

(1) The delivery deadline specified by us in the order is binding. The supplier is obliged to inform us immediately in writing if for any reason they are unable to comply with agreed delivery times.

(2) If the supplier fails to perform within the agreed delivery period or is in default, our rights shall be determined in accordance with the statutory provisions, in particular those relating to cancellation and compensation. Provisions in Section 3 paragraph 3 shall remain unaffected.

(3) Should the supplier be in default, we may – in addition to further statutory claims – demand lump-sum compensation for damages caused by default amounting to 1% of the net price per completed calendar week, but not more than a total of 5% of the net price of the goods or services that are delivered late. We reserve the right to prove that more extensive damages have been incurred. The supplier reserves the right to prove that absolutely no damage or significantly less damage has been incurred.

Section 4 Performance, delivery, transfer of risk, default of acceptance

(1) Without our prior written consent, the supplier shall not be entitled to procure services from third parties (e.g. subcontractors). The supplier shall bear the procurement risk for their services unless otherwise agreed in a given case (e.g. limitation of stock).

(2) A consignment of goods may also be part delivered if and insofar as this has been agreed with us in advance. Partial deliveries do not release the supplier from the obligation to deliver on time.

(3) Goods shall be delivered in accordance with the INCOTERMS® clause specified in our order and to the place specified in the order. Should the destination not be specified and nothing else be agreed, delivery shall be made to our registered office in Hermsdorf (Thuringia). The respective destination is also the place of performance for the delivery and any supplementary performance (obligation to perform).

(4) The delivery of goods is to be accompanied by a delivery note stating the date of issue and dispatch, delivery contents (article number and quantity), origin

of the goods, HS code, batch number, version of the drawing relevant for production and our order identification (date and number). Proof of origin and an invoice are also to be enclosed. In addition to the delivery note, a separate dispatch note and a consignment note or bill of lading showing the same content is to be forwarded to us.

(5) If the documents specified in Section 4 paragraph 4 are not included in whole or in part or if they are incorrect or incomplete in whole or in part, the resulting delays in processing and payment will not be the liability of Tridelta Meidensha GmbH and any damages will, as a result, be borne by the supplier.

(6) Unless otherwise agreed, and in particular on the basis of the INCOTERMS® clause stated in the order, the risk of accidental loss and accidental deterioration of the goods shall be transferred to us upon delivery at the place of fulfilment.

(7) Statutory provisions shall apply in the event that we default in acceptance. However, the supplier is also obliged to offer us their service or services explicitly if a fixed or determinable date has been agreed for an action or co-operation on our part (e.g. provision of material). If we default in acceptance, the supplier may demand compensation for their additional expenses in accordance with the statutory provisions.

(8) The supplier is authorised to deliver excess quantities of goods, provided that the quantity exceeded does not amount to more than 5% of the goods ordered.

(9) Packaging shall be in accordance with our packaging instructions, which are enclosed with the order.

Section 5 Prices and terms of payment

(1) The price stated in the order is binding. All prices include statutory value added tax (or equivalent) or sales tax unless this is shown separately.

(2) Unless otherwise agreed in a given case, the price shall include all services and supplementary services rendered by the supplier (e.g. assembly, installation) as well as all costs incurred for the provision of services (e.g. packaging, transport, insurance).

(3) Payment of the agreed price is due before the payment deadline specified in our order and upon completion of delivery or service (including any agreed acceptance) as well as receipt of a proper and complete invoice. If we effect payment within 14 calendar days of receipt of a proper and complete invoice, the supplier will grant us a 3% discount on the net invoice sum.

(4) We shall be entitled to set-off and retention rights as well as the right of defence of non-performance of the contract to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we have outstanding claims arising from incomplete or inadequate services on the part of the supplier.

(5) The supplier will only have set-off or retention rights based on legally established or undisputed counterclaims.

Section 6 Confidentiality and reservation of property rights

(1) We reserve ownership rights and copyright on illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documentation is to be used exclusively for the contractual services and returned to us after such services have been rendered.

(2) The documents referred to in Section 6, Paragraph 1 are to be treated as confidential in relation to third parties, even after completion of the contract. This obligation to confidentiality shall only expire if and insofar as the expertise and information included in the documents provided has become generally known. Special confidentiality agreements, quality assurance agreements and statutory provisions on the protection of confidential information shall remain unaffected.

(3) The provisions in Section 6, Paragraph 1 and Paragraph 2 shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) in addition to tools, templates, samples and other items that we provide to the supplier for the manufacture or rendering of services. Such items shall – as long as they are not processed – be stored separately at the seller's expense and insured to an appropriate extent against destruction and loss.

(4) Any processing, mixing or compounding (further processing) of items provided by the supplier is undertaken on our behalf. The same shall apply if we further process the delivered goods, with the effect that we are considered to be the manufacturer and acquire ownership of the goods in accordance with the statutory provisions with the further processing at the latest.

(5) The transfer of goods to us must take place unconditionally and without regard to payment of the price. Should we however, in an individual case accept an offer from the supplier for transfer of ownership that is conditional upon payment of the purchase price, the supplier's retention of title of the goods shall expire at the latest upon payment of the purchase price. We will remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price, with advance assignment of the resulting claim. 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.

Section 7 Defective goods and inadequate services

(1) Statutory provisions and the following additions and clarifying provisions shall apply with regard to our rights in the event of material defects and legal shortcomings of goods or services (including incorrect and short supply as well as improper assembly or installation or inadequate instructions) and in the event of other breaches of obligation on the part of the seller.

(2) Pursuant to the statutory provisions, the supplier is liable in particular for ensuring that the goods are of the agreed quality when the risk is transferred to us and

that any service is of the agreed quality when we accept it. In any event, those product descriptions which – in particular by designation or reference to our order – are the subject of the respective contract or are included in the contract in the same way as these GTCP are deemed to be an agreement on the quality. It is immaterial whether the product description originates from us, the supplier or the manufacturer.

(3) In the case of goods with digital elements or other digital content, the supplier is bound to provide and update the digital content insofar as this results from a quality agreement in accordance with Section 7 Paragraph 2 or other product descriptions from the manufacturer or on their behalf, in particular such made on the Internet, in advertising or on the product label.

(4) The statutory provisions apply to the commercial obligation to inspect the delivery documents and give notice of defects when purchasing goods with the following proviso: our obligation to inspect goods is limited to defects which are clearly discernible during our incoming inspection of goods when the outside (i.e. exterior) is examined (e.g. transport damage, incorrect and short delivery) and those which are recognisable during our quality control by random sampling. If acceptance of the goods is agreed, there is no obligation to inspect the same goods. Otherwise, this will depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of each individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our duty to inspect, our notification of defects shall be deemed to be immediate and timely as long as it is sent within seven working days from detection or, in the case of obvious defects, of delivery.

(5) Supplementary performance shall also include the removal of any defective goods and their refitting, provided that the goods were incorporated in or attached to another item in accordance with their designated use and type before the defect became apparent; our statutory claim to reimbursement of related expenses (removal and refitting costs) shall remain unaffected. The supplier shall bear the expenses necessary for the purpose of inspection and supplementary performance, in particular tolls, transport, labour and material costs as well as any dismantling and refitting costs, even if it transpires that there was actually no defect. Our liability for damages in the case of unjustified requests to rectify defects remains unaffected; in this regard, we shall only be liable if we recognised or were grossly negligent in not recognising that no defect was present.

(6) Notwithstanding our statutory rights and the provisions made in Section 7, Paragraph 5, the following shall apply: should the supplier fail to fulfil their obligation of supplementary performance – by either remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery), at our discretion – within a reasonable time period specified

by us, we may remedy the defect ourselves and demand compensation from the supplier for the resulting expenses or a corresponding advance payment. If the supplementary performance on the part of the supplier has been unsuccessful or is unacceptable to us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline needs to be specified; we shall inform the supplier of such circumstances immediately, if possible, in advance.

(7) The supplier is responsible for ensuring that no industrial property rights of third parties are infringed as a result of goods delivered or services rendered by them. They are obliged to indemnify us against any claims made to us by third parties due to such an infringement of industrial property rights and to reimburse us for all necessary expenses related to such claim. This shall not apply if the supplier is able to prove that they are not responsible for the infringement of property rights.

(8) Furthermore, in the event of a material or legal shortcoming, we are entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we are entitled to compensation for damages and expenses in accordance with the statutory provisions.

Section 8 Supplier recourse

(1) In addition to the claims for defects, we shall have unrestricted entitlement to our statutory claims for expenses and recourse arising within a supply chain. In particular, we are entitled to demand exactly the same type of supplementary performance (repair, improvement or replacement delivery) from the supplier that we owe our customers in each individual case; where goods with digital elements or other digital content are concerned, this also applies to the provision of necessary updates. This does not restrict our statutory right of choice.

(2) Before we acknowledge or fulfil a claim for defects or reimbursement of expenses asserted by our customer, we will notify the supplier and request a written statement, with a brief description of the facts. If a substantiated statement is not made within a reasonable period of time and no mutually agreed solution is reached, the claim for defects effectively granted by us shall be deemed as owed to our customer. In such case, the supplier will be responsible for providing evidence to the contrary.

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

Section 9 Producer liability

(1) Should the supplier be responsible for product damage, they are bound to indemnify us against third-party claims to the extent that the cause was within their sphere of organisation and control and they themselves

ves bear liability to third parties.

(2) Within the scope of their indemnity obligation, the supplier shall reimburse all expenses arising from or in connection with claims asserted by third parties, including product recalls carried out by us. We shall inform the supplier of the content and scope of recall measures – in as much as this is possible and reasonable – and provide them with the opportunity to comment. Further statutory claims remain unaffected.

(3) The supplier must take out and maintain a product liability insurance with a lump sum cover of a minimum of EUR 10 million per claim for personal injury or property damage.

Section 10 Statute of limitation

(1) The reciprocal claims of the contracting parties become time-barred in accordance with the statutory provisions, unless otherwise stipulated.

(2) Notwithstanding the statutory provisions, the statutory period of limitation for claims for defects is three years from the transfer of risk. Provided that acceptance of goods has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period also applies to claims arising from legal shortcomings, whereby the statutory limitation period for third-party claims for restitution in rem remains unaffected; in addition, claims arising from legal shortcomings do not expire under any circumstances as long as the third party can still assert the right against us, in particular in the absence of a statutory limitation period.

(3) Insofar as we are also entitled to non-contractual claims against the supplier due to a defect, the regular statutory limitation period shall apply.

Section 11 Applicable law and place of jurisdiction

(1) These GTCP and the contractual relationship between our company and the supplier will be interpreted in accordance with the laws of the Federal Republic of Germany.

(2) If the supplier is a merchant, a legal entity under public law or a special fund under public law, the exclusive – as well as international – place of jurisdiction for all disputes arising from the contractual relationship is our registered office in Hermsdorf (Thuringia). However, in each and every instance we are also 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 supplier's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, will remain unaffected.

(3) Insofar as the contract or these GTCP may contain ambiguities or omissions, the provisions that the contracting parties would have agreed on in accordance with the economic objectives of the contract and the purpose of these GTCP if they had been aware of the ambiguities or omissions shall be deemed to have been agreed to remedy them.