

General Terms and Conditions of Purchase

of Deutsche Werkstätten Hellerau GmbH (AEB-08-2022)

of Deutsche Werkstätten D&B GmbH (AEB-08-2022)

of Deutsche Werkstätten Schweiz GmbH (AEB-08-2022)

1. Scope of Application

- 1.1 All our orders and contracts are carried out exclusively according to the following terms and conditions of purchase.
- 1.2. Deviating terms and conditions or counter-confirmations of the supplier shall only apply if and to the extent that we have expressly agreed to them. Our silence on deviating terms and conditions shall explicitly not be deemed to be an acknowledgement or consent. Any such deviating terms and conditions or counter-confirmations of the supplier are hereby expressly objected to. In case of a conflict between terms, the terms of Deutsche Werkstätten Hellerau GmbH shall prevail.

2. Quotations; Orders

- 2.1. When preparing the quotation, the supplier must comply exactly with our enquiry and the specifications contained therein. He must expressly point out any deviations. The quotation is to be free of charge.
- 2.2. Only written orders are considered by us as binding. Orders placed in any other form shall only become binding with our written confirmation. This also applies to additions and changes to orders and their conditions. The supplier is to confirm each order immediately.
- 2.3. Our order number must be listed on all documents relating to the order or delivery (e. g. order confirmation, delivery note, invoice, correspondence).

3. Lead Time

- 3.1. The agreed delivery dates and deadlines as well as performance dates and deadlines are binding and must be adhered to exactly.
- 3.2. If the supplier realises that he is unable to keep to the agreed delivery date, he must immediately notify us of this, stating the reasons, so that we can take other measures in good time. The obligation to comply with the delivery period shall not be cancelled as a result.
- 3.3. If notification of the delay is made in good time, we shall grant the supplier a grace period, taking into account our operational interests, after the expiry of which we shall be entitled to withdraw from the contract in whole or in part, to make a replacement purchase and/or to demand compensation for damages and/or reimbursement of expenses. The obligation to pay compensation for damages and/or reimbursement of expenses does not exist if the supplier is not responsible for the delay of his performance.
- 3.4. If the delivery is no longer of interest to us as a result of the supplier's delay, we shall be entitled to withdraw from the contract in whole or in part and to demand compensation for the damage caused to us or expenses incurred, even without setting a grace period.
- 3.5. Acceptance of delayed deliveries and services shall not preclude our claims for compensation for damages resulting from the delay.

4. Shipment

- 4.1. The delivery item is to be packed and delivered free of charge to the delivery address designated by us. The shipping packaging must be selected as to eliminate the possibility of damage under normal transport conditions.
- 4.2. The dispatch documents shall include the Purchase Order Number, the Order Number and date of order as well as the delivery address. The delivery address given by us must be strictly adhered to.
- 4.3. A delivery note stating the order number must be supplied with each individual shipment. A separate shipping document must be prepared for each order.
- 4.4. Delayed deliveries must be made free of charge and carriage paid. Additional costs arising from the use of a faster means of transport to compensate for the supplier's delay shall be borne by the supplier.

5. Transfer of Risk

The current Incoterm provisions apply. If no Incoterm provision is indicated on the delivery documents, the risk shall pass to us only after receipt of the delivery at the place of receipt determined by us.

6. Statutory Provision: Liability

Unless otherwise stipulated in these terms and conditions, the statutory provisions shall apply. In particular, the supplier shall be liable in accordance with the statutory provision; He shall bear the burden of proof that he is not responsible for the damages.

7. Material Defects / Limitation Periods

- 7.1. Our claims against the supplier due to material defects in the delivery items shall lapse after a period of 2 years after delivery. In the event that the delivery items are used in accordance with their usual manner of use in a building and cause its defectiveness, our claims against the supplier shall lapse five years after their being processed / put into operation at the end user's premises, but no later than six years after they have been delivered to the delivery address designated by us. In the event of fraudulent concealment of defects and in all other cases, the statutory periods of limitation shall apply. The supplier shall exempt us in any case from claims for recourse by third parties arising from consumer goods purchase contracts.
- 7.2. If the delivery item is defective or if it becomes apparent within the limitation period that it is defective or does not have the agreed quality, we may, at our discretion, demand that the defect be remedied within a reasonable period of time or the delivery of defect-free goods, unless a subsequent performance cannot be accepted by us. The remedy of defects must be carried out at the place where we have used the delivery item.
- 7.3. If the supplier allows a reasonable period of grace granted to him to expire without having provided replacement or rectified the defect, we shall be entitled to rectify the defect ourselves at the supplier's expense, to commission a third party or to carry out a replacement purchase, insofar as this is necessary for urgent operational reasons in accordance with our professional commercial discretion. We shall be entitled to offset the costs necessary to remedy the defect. In all other respects, we are entitled to withdraw from the contract in accordance with the statutory provisions and to demand compensation for damages.
- 7.4. Periods for examination and notification of defects begin with the arrival of the shipment at the delivery address designated by us. We shall inspect the delivered items upon receipt and give notice of obvious defects within 20 days after receipt of the delivery. All other defects that are only recognizable during processing or in operation or other hidden defects will be notified by us immediately after their discovery within the limitation period. The limitation period shall be suspended for the period of rectification of defects and replacement delivery measures by the supplier from receipt of our notification of defects until the latter declares the termination of the measure or refuses further rectification of defects.
- 7.5. The dismantling and return delivery of defective delivery items shall be at the expense and risk of the supplier. The above provisions shall also apply to replacement deliveries and repair work. This shall not affect any of our statutory rights and claims. The supplier shall bear the burden of proof that he is not responsible for damages.
- 7.6. If claims for damages are asserted against us by a customer or third party on account of a defect or error in the delivery item, irrespective of the legal basis and whether based on domestic or foreign law, the supplier is obliged to exempt us from such claims insofar as he has caused the damage attributable to us.

8. Invoicing, Payment and Discounts

Invoices are not be attached to the delivery of goods, instead must be sent separately - in PDF/A format by e-mail exclusively to Invoice.dwh@dwh.de.

Unless otherwise agreed, we shall be entitled to pay at our own discretion

- within 14 days with 3% discount

- net within 30 days

after receipt of the invoice and the delivery item.

We reserve the right to choose the method of payment.

9. Retention of Title

The supplier shall be entitled to a retention of title requested by him if it expires upon payment of the agreed remuneration for the delivered item and we are also authorised to further process (processing, combining and mixing) and to resell the item in the ordinary course of business. Any further security for the supplier shall require the written confirmation of our management.

10. Information / Documents of the Purchaser

Models, samples and drawings which we make available to the supplier remain our property and can be reclaimed by us at any time, including copies. These objects and/or works may only be used for our purposes and may not be passed on to third parties or used for third parties or for supplier's own purposes without our written consent. They must be protected against unauthorized inspection or use by third parties. After execution of the order, the items shall be returned to us free of charge. Any culpable contraventions shall be liable for damages and entitle us to rescind the contract in whole or in part without further notice and without compensation.

11. Provision of Material

Insofar as the Principal provides the Contractor with materials, etc., the Contractor shall be fully responsible not only for their proper further processing, but also for any damage or destruction, and shall bear the liability for this. Materials, fabrics and other parts provided by us remain our property. They are to be stored, designated and administered separately as our property and may only be used for our orders in accordance with their intended purpose. In the event of a reduction in value or loss, the supplier must pay compensation. Processing or transformation of the material shall be carried out exclusively for us; in this case it is agreed that we shall be co-owners of the new or transformed products manufactured using our materials, substances and parts in proportion to the value of the provision to the value of the entire product and that these new or transformed products shall be stored by the supplier on our behalf.

12. Conformity with Inventory of Hazardous Materials

The supplier is required to complete or prepare a material declaration on the presence of hazardous materials in accordance with MEPC.269 (68) for all products used by the supplier. Even if the products do not contain hazardous materials, this shall be stated by the supplier. In this case, the supplier shall prepare a bundled "0 declaration". If hazardous substances are present in a supplier's product, they shall fill in a relevant material declaration for the respective product, indicating the quantity and the location, if possible. In addition, the supplier is obliged to provide a corresponding declaration of conformity for all material declarations made, which must be filled out completely and truthfully and signed by an employee authorized to represent the supplier. The regulations for filling in the documents are the above-mentioned MEPC.269 (68) "Directive of 2015 for the preparation of the inventory of hazardous materials" and the EU Ship Recycling Regulation 1257/2013, 'Directive of 2015 for the preparation of the inventory of hazardous materials' and the EU Ship Recycling Regulation 1257/2013. A simplified procedure can be followed

according to the Guide for the preparation of the Material Declaration + Declaration of Conformity provided by DWH. Notwithstanding the guide, the Supplier shall remain responsible with regard to compliance with all relevant standards and directives or regulations, compliance with any other EU law and internationally valid and relevant regulations. In this context, the supplier is obliged to check for themselves which relevant regulations apply in addition to the provisions mentioned in this passage and, if necessary, to investigate further documentation, in particular regulations based on international agreements, and also to comply with these."

13. REACH Conformity

13.1. The supplier must inform us immediately if one of the items delivered by him contains a substance on the "Candidate List" of the European Chemicals Agency in a concentration of more than 0.1 % weight by weight.

13.2. This obligation shall commence as soon as the substance concerned has been included on the Candidate List. The supplier is obliged to regularly check the current status of the Candidate List. The list is available on the internet at the following regularly updated EChA homepage:

<http://echa.europa.eu/de/candidate-list-table>

13.3. In the event of an obligation to notify in accordance with Section 12.1, the supplier must identify the respective substance and inform us of its name, CAS, EINECS number or generally accepted name, the concentration of the substance weight by weight in the delivery item as well as risk management measures for safe handling of the delivery item.

13.4. The supplier confirms that, in the event that he has not made any notifications in accordance with Sections 13.1 to 13.3, no substances from the aforementioned Candidate List are present in a concentration of more than 0.1 % weight by weight in the objects delivered by him.

14. Force Majeure/Supply Chain Disruption

14.1. The following events may affect the processing of orders: War, natural disasters, pandemic, strike, lockout, any sanctions or official and legal directives and/or disrupted supply chains (force majeure event). If a party invokes a Force Majeure Event, it shall prove in detail by appropriate evidence and information that the Force Majeure Event hinders, prevents, delays or makes impossible the performance of the contract.

14.2. With regard to any disruption of the supply chain, the Contractor/Supplier must also prove that they have made all reasonable efforts to secure their own supply of services, materials and substances from third parties. If the Contractor/Supplier invokes such a force majeure event, they shall uncover all sources of supply inquired about and available to them and provide evidence that they have properly planned the commercial processing and that, despite this, none of these sources of supply were available to them for an order/supply of the required materials and substances.

14.3. If the Contractor fails to provide such evidence and proof, they shall be deemed not to have properly planned the execution of this contractual relationship and not to have made all efforts that can objectively be expected to ensure a supply of materials and substances required for the performance of the order. In this case, the Contractor remains obligated to deliver and cannot demand an adjustment and/or cancellation or termination thereof on the grounds of a force majeure event. Conversely, the Principal reserves the right to put the Contractor in default and, for their part, to exercise corresponding legal or contractual rights. If the Contractor/Supplier justifiably invokes a force majeure event in accordance with the above provisions, the Parties shall mutually adjust the order appropriately in

accordance with the principles of "cessation of the basis of business".

- 14.4 It is not excluded that the Principal/Purchaser, for their part, is obliged not to accept further services from the Contractor/Supplier due to any sanction regulations or other legal or official or ministerial provisions. If this is the case, the Principal/Purchaser shall inform the Contractor/Supplier thereof in full and in good time.
- 14.5 The Contractor/Supplier and the Principal/Purchaser agree that in this situation the Principal/Purchaser shall be entitled to a special right of termination which may be exercised immediately, with the consequence that the Principal/Purchaser shall, after the special termination has been declared, pay the Contractor/Supplier for the services rendered up to the time of the special termination in accordance with the contractual provisions, to the exclusion of any further claims of the Contractor/Supplier, including, but not limited to, costs, damages or any compensation.

15. Illegal Employment, Minimum Working Conditions, Minimum Wage

- 15.1. The supplier undertakes to observe and comply with the provisions of the current German Laws including the Illegal Work Prevention Act [SchwarzArbG], the Posting of Workers Act [AEntG] and the Minimum Wage Act [MiLoG]. In particular, he must pay his employees at least the minimum wages prescribed by these laws.
- 15.2. The supplier is obliged to provide us with up-to-date evidence of the payment of the respective applicable minimum wage to his employees and to submit this evidence to us for inspection upon request. This includes, in particular, records of hours worked and remuneration paid.
- 15.3. If the supplier does not submit the required evidence or if he violates his obligation to pay the minimum fee, we are entitled to withhold due payments and to terminate the contract for a good reason.
- 15.4. The supplier shall exempt us from our liability for the supplier's obligation to pay the minimum fee. The exemption obligation shall also apply in the event that we are held liable for payment of the minimum fee in respect of subcontractors employed by the supplier.
- 15.5. In addition, the supplier shall exempt us from any claims of third parties in accordance with AEntG (Posting of Workers Act) and SGB (German Social Security Code).

16. Information for Intrastat Declaration

For the Intrastat declaration, the supplier is obliged to provide us in writing with information on the goods number, weight and the statistical value of the delivery items no later than 14 calendar days after signing the contract.

17. Confidentiality

The Supplier shall treat the order and all not obvious commercial and technical details that become known to him through the business relationship with us as business secrets and shall therefore treat them with strict confidentiality, shall not make them available directly or indirectly to third parties, either in whole or in part, and shall use them exclusively for the purposes stipulated in the contract. Any passing to third parties is not permitted. The supplier must also treat as confidential and keep secret all other information submitted to the supplier in connection with the placing and execution of the order regarding quantities, prices etc. as well as any other information about any of our operational processes.

18. Place of Performance; Place of Jurisdiction; Applicable Law

- 18.1. The place of performance for all contractual obligations is the registered office of our company. The exclusive place of jurisdiction for all disputes is Dresden. However, we shall also be entitled to sue the supplier at his general place of jurisdiction.
- 18.2. The law of the Federal Republic of Germany shall apply exclusively to all legal relations between the supplier and us, excluding the

United Nations Convention on Contracts for the International Sale of Goods (CISG).

19. Partial Ineffectiveness

In the event of the invalidity of individual contractual terms and conditions, the remaining provisions shall remain in full force and effect. In place of the ineffective provision, such a regulation shall apply without further ado which, within the framework of what is legally possible, comes as close as possible to what was economically intended according to the meaning and purpose of the ineffective clause.