

1. Scope of application

- 1.1 These General Terms and Conditions of Purchase (**GTCP**) apply to all purchases of Rollsberg GmbH, Siemensstr. 53b, 25462 Rellingen, (hereinafter referred to as the "**Buyer**", "**Rollsberg**", "**we**" or "**us**") and our business partners and suppliers (hereinafter referred to as the "**Seller**" or "**you**") unless the contracting parties have agreed otherwise in writing in individual cases.
- 1.2 These GTCP may only be amended through our written confirmation, in particular, with regard to the requirement for the written form. Our purchasing representatives are not entitled to make promises that amend, supplement or contradict these GTCP unless we confirm these in writing.
- 1.3 The GTCP apply, in particular, to contracts for the sale and/or delivery of movable objects ("**Goods**"), regardless of whether you manufacture the Goods yourself or purchase them from suppliers (Sections 433, 650 BGB (German Civil Code)). Unless otherwise agreed, the GTCP will apply in the version valid at the time the Buyer places an order or, in any case, in the version last communicated to you in writing (electronic communications suffice), as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.
- 1.4 These GTCP apply exclusively. Deviating, conflicting or supplementary general terms and conditions on your part will only become part of the contract if and insofar as we have expressly agreed to their validity in writing. This requirement for approval will always apply, for example, even if you refer to your general terms and conditions in the context of the order confirmation, and we do not expressly object to this. We expressly exclude any tacit consent to the Seller's general terms and conditions.
- 1.5 Individual agreements (e.g., framework supply contracts, quality assurance agreements) and information in our order take precedence over the GTCP. In case of doubt, commercial terms will be interpreted in accordance with the Incoterms issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- 1.6 Legally relevant declarations and notifications carried out by the Seller with regard to the contract (e.g., setting a deadline, reminder, withdrawal) must be issued in writing. Written form within the meaning of these GTCP includes written and electronic form (e.g., letter, email, fax). Statutory requirements on form and further evidence, in particular, in case of doubts as to the legitimacy of the person making the declaration, remain unaffected.

2. Conclusion of contract

- 2.1 Our order is only binding when submitted or confirmed in writing. The Seller must notify us of obvious errors (e.g., spelling and calculation errors) and incompleteness of the order, including the order documents, to allow them to be corrected or completed before acceptance; otherwise, the contract will be deemed not to have been concluded.

- 2.2 The Seller is obliged to confirm our order in writing within a period of 7 days or, in particular, to unreservedly carry out the order by shipping the Goods (acceptance). Any delay in acceptance will be deemed a new offer and requires our acceptance.
- 2.3 The Seller's offers are deemed to have been prepared free of charge for us and to be binding on the Seller for at least four weeks after we receive them. We will have accepted an offer within the time limit if it is sent before the expiry of the above period or a different period agreed in individual cases.
- 2.4 The Seller must make any objections to an order in writing within one week of receipt. If the Seller does not object to an order in writing within one week of its receipt, the contract will be concluded in the form and with the content of the order/offer acceptance by us. If the Seller delivers on the order accordingly, this will be considered acceptance of the order under the conditions contained therein.
- 2.5 Employees or representatives of the Seller who negotiate an offer with us or submit an offer to us or process an order are deemed to be entitled to legally represent the Seller and to legally enter into obligations on behalf of the Seller unless the Seller has notified us otherwise in writing, without prejudice to their actual power of representation under commercial law.

3. Delivery times and delayed delivery

- 3.1 The delivery times and delivery dates specified by us in the order are binding. The Seller is obliged to notify us immediately in writing if it is unlikely to be able to meet agreed delivery deadlines or times – regardless of the reason. The Seller is not entitled to make partial deliveries without our express consent.
- 3.2 If the Seller fails to carry out a delivery within the agreed delivery period, our rights – particularly those to withdraw from the contract and to make claims for damages – are governed by the statutory provisions. The provisions in (3) remain unaffected.
- 3.3 If the Seller is in default, we may – in addition to further statutory claims – demand flat-rate compensation for the damage we sustain as a result of the delay in the amount of 1% of the net price per completed calendar week, but no more than a total of 5% of the net price of the Goods delivered late. We reserve the right to provide evidence that the damages we have incurred are higher. The Seller is likewise entitled to demonstrate that we have incurred no or a significantly lower level of damage.
- 3.4 If insolvency proceedings are opened against the Seller or the opening of such proceedings is rejected due to lack of assets, or if the Seller attempts to conclude an out-of-court settlement, we are entitled to declare (partial) withdrawal with regard to any contract that has not yet been fully fulfilled, whereby the Seller must be granted a reasonable period (at most 30 days) for delivering Goods that are already in production.
- 3.5 In the event of repeated delays in delivery, we are entitled to terminate the orders that have not yet been fulfilled up until that point in their entirety and with immediate effect after a prior warning.



4. Performance, delivery, transfer of risk, default in acceptance

- 4.1 Without our prior written consent, the Seller may not use third parties (e.g., subcontractors) to provide the Goods or services it owes. The Seller bears the procurement risk for its services unless otherwise agreed in individual cases (e.g., limitation to stock).
- 4.2 Deliveries within Germany will be carried out carriage paid to the location we specify in the order. If the destination is not specified and if nothing else has been agreed, the delivery must be made to our registered office in 25462 Rellingen. The specified destination is also the place of performance for the delivery and any supplementary performance (debt to be discharged at the creditor's registered office).
- 4.3 The delivery must include a delivery note listing the date (date of issue and dispatch), the contents of the delivery (item number and quantity) and our order identifier (date and number). If the delivery note is missing or incomplete, we will not be held responsible for any resulting delays in processing and payment. Separately from the delivery note, a corresponding notification of dispatch with the same content must be sent to us.
- 4.4 The risk of accidental loss and accidental deterioration of the items will transfer to us when the items are handed over at the place of performance. Insofar as acceptance has been agreed, this is decisive for determining when the risk is transferred. Beyond this, the statutory provisions of the law on contracts for work and services also apply accordingly in the event of acceptance. If we are in default of acceptance, this will be deemed equivalent to handover or acceptance.
- 4.5 Statutory provisions apply to any default of acceptance. However, the Seller must also expressly offer us its service if a specific or determinable calendar period has been agreed for actions or collaboration on our part (e.g., provision of materials). If we are in default of acceptance, the Seller may demand reimbursement of its additional expenses in accordance with the statutory provisions (Section 304 BGB (German Civil Code)). If the contract relates to a non-fungible item to be manufactured by the Seller (custom-made item), the Seller will only be entitled to further rights if we have undertaken to collaborate and are responsible for the failure to collaborate.

5. Prices and terms of payment

- 5.1 The price listed in the order is binding. All prices include statutory VAT, insofar as this is not listed separately.
- 5.2 Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the Seller (e.g., assembly, installation) as well as all ancillary costs (e.g., proper packaging and transport costs, including any transportation and liability insurance).
- 5.3 The agreed price is due for payment within 30 calendar days of delivery and performance in full (including acceptance, if agreed) and receipt of a proper invoice. If we provide payment within 14 calendar days, the Seller will grant us a 3% discount off the net invoice amount. If we pay by bank transfer, our payment will be deemed timely if our transfer order is received by our bank

before the payment deadline; we are not responsible for delays by the banks involved in the payment process.

- 5.4 We will not owe any interest on arrears. The legal provisions apply to default of payment.
- 5.5 If payments or agreed partial payments are not made on time, the Seller must inform us of this in writing, setting a reasonable grace period, without this giving rise to the entire amount becoming due, in the case of partial payments, or the Seller being entitled to withdraw from the contract. No dunning or processing fees may be charged.
- 5.6 Claims against us may not be assigned to third parties without our express consent. Section 354a HGB (German Commercial Code) remains unaffected. Until written consent to an assignment of claims is provided, payments with debt-discharging effect may always be made to the Seller, without prejudice to other notices. Any confirmations we issue regarding balance are only provided for informational purposes and do not have any legal effects on us, and, in particular, do not constitute acknowledgement.
- 5.7 We reserve all statutory rights to offset and retain payment and to assert claims for breach of contract. In particular, we are entitled to withhold payments that are due until the Seller has fulfilled our order in full and has remedied any defects.
- 5.8 The Seller is only entitled to set-off or retention with respect to legally established or undisputed counterclaims.

6. Non-disclosure and retention of title

- 6.1 We reserve rights of ownership and copyright for any and all images, plans, drawings, calculations, implementation instructions, product descriptions, etc. Such documents may only be used for contractual services and must be returned to us upon contract completion. They must be kept confidential from third parties, including after the contract ends. This confidentiality obligation will only cease when and insofar as the knowledge contained in the provided documents becomes public. Special confidentiality agreements and legal regulations for the protection of confidentiality remain unaffected.
- 6.2 The above provisions also apply mutatis mutandis to substances and materials (e.g., software, finished and semi-finished products) as well as to tools, templates, samples, and other objects provided by us to the Seller for use in its manufacturing process. When not in active use, such objects must be kept safe separately at the Seller's expense and must be insured to the proper extent against destruction and loss.
- 6.3 Any processing, mixing or combination (further processing) of objects we provide carried out by the Seller is done on our behalf. The same will apply if we further process the delivered Goods, resulting in us being considered the manufacturer and acquiring ownership of the product upon further processing, at the latest, in accordance with the statutory provisions.
- 6.4 The Goods must be assigned to us unconditionally and regardless of payment of the price. However, if in individual cases we accept an offer from the Seller for



transfer of ownership that is dependent on payment of the purchase price, the Seller's retention of title will expire at the latest upon payment of the purchase price for the delivered Goods. We will remain authorised to resell the Goods in the ordinary course of business, including before payment of the purchase price, subject to assignment in advance of the resulting claim (alternatively, the simple retention of title extended to the resale will apply). This excludes all other forms of retention of title, in particular, extended retention of title, transferred retention of title and retention of title extended to further processing.

7. Defective delivery

7.1 Our rights in the event of material and legal defects of the Goods (including incorrect and short delivery as well as improper assembly/installation or defective instructions) and other breaches of duty by the Seller are subject to the legal provisions and, exclusively to our benefit, the following additions and clarifications.

7.2 According to the statutory provisions, the Seller is responsible for ensuring that the Goods meet the agreed specifications upon the transfer of risk to us. In any case, those product descriptions that are the subject of the contract in question or which have been included in the contract in the same way as these GTCP – in particular, as a result of being designated or referenced in our order – are deemed to constitute an agreement on quality. In this respect, it is not relevant whether the product description comes from us, from the Seller or from the manufacturer. Quantity and quality information contained in the order or in the offer, as well as other specifications, must be strictly adhered to. Any deviations to be tolerated must be expressly agreed in writing; this also applies if industry practice differs from this.

7.3 In the case of Goods with digital elements or other digital content, the Seller is liable for providing and updating the digital content at least to the extent that this results from a quality agreement in accordance with (2) or other product descriptions of the manufacturer or produced on its behalf, in particular, online, in advertising or on the product label.

7.4 We are not obliged to inspect the Goods or to make special enquiries about any defects at the time the contract is concluded. In partial deviation from Section 442 (1) sentence 2 BGB (German Civil Code), we are, therefore, also entitled to claims for defects without restriction if the defect remained unknown to us at the time the contract was concluded as a consequence of gross negligence.

7.5 The statutory provisions (Sections 377 and 381 HGB (German Commercial Code)) apply to the commercial obligation to inspect items and provide notification of defects, with the following proviso: our inspection obligation is limited to defects that become apparent during our incoming goods inspection under external assessment, including assessment of the delivery documents (e.g., transport damage or incorrect and short delivery) or which are recognisable during our quality checks as part of the random sampling process. Insofar as acceptance has been agreed, there is no inspection obligation. In other respects, 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 complain about defects discovered at a later date remains unaffected. Without prejudice to our inspection obligation, our complaint (notification of defects) is deemed to be immediate and timely if it is sent within 10 working days of discovery of the defects or, in the case of obvious defects, of delivery.

7.6 Insofar as the Goods, in keeping with their nature and intended use, have been installed in another item or attached to another item before the defect became apparent, supplementary performance also includes the removal of the defective Goods and re-installation; our legal claim for reimbursement of corresponding expenses (removal and installation costs) remains unaffected. The Seller will also bear the expenses required for the purpose of inspection and supplementary performance, in particular, transport, travel, labour and material costs, as well as, if applicable, removal and installation costs, even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect remains unaffected; in this respect, however, we will only be liable if we recognised, or were grossly negligent in not recognising, that there was no defect.

7.7 Without prejudice to our statutory rights and the provisions in 7.6, if the Seller does not comply with its obligation to provide supplementary performance – by, at our choosing, either eliminating the defect (subsequent improvement) or delivering a defect-free item (replacement delivery) – within a reasonable period set by us, we may eliminate the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance from the Seller. If supplementary performance by the Seller has failed or is unreasonable for us (e.g., due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we will inform the Seller of any such circumstances immediately, if possible in advance.

7.8 Otherwise, in the case of material defects or defect of title, the statutory provisions entitle us to reduce the purchase price or withdraw from the contract. We are also entitled to compensation for damages and to reimbursement of expenses in accordance with the statutory provisions.

8. Supplier recourse

8.1 We are entitled to our legally determined claims to expenses and recourse within a supply chain (supplier recourse according to Sections 478, 445a, 445b or Sections 445c, 327 (5), 327u BGB (German Civil Code)) in addition to the claims for defects, without restriction. In particular, we are entitled to demand the Seller provide precisely the type of supplementary performance (subsequent improvement or replacement delivery) that we owe to our customer in the specific case in question; in the case of Goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. This does not restrict our statutory right of choice (Section 439 (1) BGB (German Civil Code)).



- 8.2 Before we recognise or fulfil any claim for defects asserted by our customer (including reimbursement of expenses pursuant to Section 445a (1), 439 (2), (3), (6) sentence 2, 475 (4) BGB (German Civil Code), we will inform the Seller and, briefly outlining the facts, will ask the Seller for a written opinion. If a substantiated opinion is not provided within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us will be deemed to be owed to our customer. In this case, the Seller is responsible for submitting evidence to the contrary.
- 8.3 Our claims arising from supplier recourse will 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, e.g., by means of assembly, attachment or installation.

9. Producer liability

- 9.1 If the Seller is responsible for product damage, it will indemnify us from and against third-party claims insofar as the cause lies within its sphere of control and organisation and insofar as the Seller itself is liable in relation to third parties.
- 9.2 Within the scope of its indemnification obligation, the Seller must, in accordance with Sections 683 and 670 BGB (German Civil Code), reimburse expenses that arise from or in connection with a third-party claim, including recall measures which we implement. We will inform the Seller – as far as possible and reasonable – about the content and scope of recall measures and give it the opportunity to provide its opinion. All further statutory claims remain unaffected.
- 9.3 The Seller must take out and maintain product liability insurance with lump sum coverage of at least EUR 10 million per instance of personal injury/property damage.

10. Limitation

- 10.1 The reciprocal claims of the contracting parties will expire in accordance with the statutory provisions unless otherwise stipulated below.
- 10.2 In deviation from Section 438 (1) no 3 BGB (German Civil Code), the general limitation period for claims for defects is 3 years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period will commence upon acceptance. The 3-year limitation period also applies mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for third-party claims for restitution in rem (Section 438 (1) no. 1 BGB (German Civil Code) remains unaffected; furthermore, claims arising from defects of title will never expire as long as the third party can still assert the right against us – in particular, if there is no limitation period.
- 10.3 The limitation periods of the law on the sale of goods, including the above extension, apply – to the extent permitted by law – to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to defects, the regular statutory limitation period (Sections 195 and 199 BGB (German Civil Code)) will apply unless the application of the

limitation periods of the law on the sale of goods results in a longer limitation period in individual cases.

11. Choice of law and jurisdiction

- 11.1 The laws of the Federal Republic of Germany apply to these General Terms and Conditions of Purchase and the contractual relationship between us and the Seller to the exclusion of international private law, in particular, the UN Convention on Contracts for the International Sale of Goods.
- 11.2 If the Seller is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive – and international – place of jurisdiction is Hamburg for all disputes arising from the contractual relationship. The same applies if the Seller is a contractor within the meaning of Section 14 BGB (German Civil Code). However, in all cases we are also entitled to bring legal action at the place of performance of the delivery obligation in accordance with these conditions or any overriding individual agreement, or at the Seller's general place of jurisdiction. Statutory provisions, in particular, regarding exclusive jurisdictions, remain unaffected.

