

The following terms and conditions shall apply to the contractual relationship, unless agreed otherwise in writing. With the first delivery under these conditions – the conclusion of a contract for the first time with us, the supplier/contractor also recognizes those conclusions of contracts as exclusively legally binding for all other delivery conditions. Other conditions imposed by the Contractor shall only apply if they are recognized by us in writing. They do not bind us without our express written inclusion, even if we do not explicitly contradict them. The acceptance of ordered goods or payments are always made with the proviso and subject to the validity of the following general terms and conditions without requiring another separate note.

1) Tenders

Unless otherwise agreed in writing, the submission of tenders by the Contractor will be free of charge for us. The Contractor is bound to his tender one month after it is received by us.

2) Ordering

Each order/amendment is to be promptly confirmed in writing by the Contractor. We are always entitled to request changes related to the design, delivery and delivery time in case of orders that have not yet been fulfilled or have not yet been fully fulfilled.

3) Correspondence

Our order numbers and the date of the order/commission must be specified in all documents issued by the Contractor.

4) Execution

The Contractor must maintain a quality assurance system in accordance with DIN ISO 9001-9008. We are entitled to review the Contractor's system after agreement in the course of a quality audit. Unless the Contractor provides a new quality assurance system after the request within a reasonable period, we are entitled to extraordinary termination of all contracts that are not yet fully fulfilled. Further claims for damages remain unaffected.

5) Delivery times

The delivery time specified by us is binding. Unless otherwise agreed, it runs from the date of receipt of the order by the Contractor. If the expected delivery time is exceeded due to changes made by us or due to measures taken by us, this is to be notified immediately. The Contractor can only invoke the absence of necessary documents/information to be provided by us if he has not received these within a reasonable time despite a written reminder. If the Contractor is incapable of complying with the delivery time due to force majeure (e.g., strikes, riots, fire, natural disaster, war) or due to an inevitable failure in his own operation, he must inform us of the expected duration within a week. If the Contractor does not meet his contractual obligations, within the agreed delivery time, apart from the above-mentioned cases of force majeure, he is liable under the statutory provisions. If we sustain any damage due to a delay attributable to the Contractor, we shall also be

entitled to demand compensation for this delay at our discretion without a formal review.

6) Shipping

The Contractor must comply with the shipping address specified in the order/commissioning. For shipping, the relevant railway, road traffic, maritime traffic, air transport etc. tariff, transport and packaging regulations must be followed, in particular with regard to any existing customs and dangerous goods regulations. The Contractor will keep himself informed about this. There is no obligation on us to inform him about this. Essentially, the most favorable transportation options for us are to be selected, unless we have expressly specified other specific carriage requirements. In addition to the shipping address, the order details (order number, order date, delivery point and, if applicable, name of the recipient) must always be indicated in the transport documents. If subcontractors are used, they must indicate the Contractor as their client in all correspondence and on all shipping documents. The unit weight is to be attached clearly, visibly and permanently on the packaging of goods on the load units of 1 ton or more. The Contractor is entitled to partial deliveries only with our express written permission. We are a self-insurer for billed supply and are a customer exempted from forwarding insurance. Waybills for railway and forwarding shipments are sent under the heading "customer exempted from forwarding insurance". Each consignment must be accompanied by two delivery notes. Drawings and all documents required for the installation, operation, maintenance or repair of the delivered goods are to be provided unsolicited and free-of-charge at the latest with the delivery.

7) Information on hazardous materials, product information

The delivered goods are to be marked in accordance with the provisions of the Hazardous Substances Act and the EC/EU directives for hazardous materials/preparations. The requirements of the REACH ordinance of the EC, as amended, or of the ordinances that replace these, if applicable, are to be complied with. The Contractor is obligated to provide us with all the necessary product information such as material safety data sheets, processing instructions, labeling specifications, health and safety measures, etc., including any amendments of these in due time before the delivery.

8) Receipt of goods and the obligation for immediate inspection and complaint

The goods received by us or any confirmation of their receipt does not constitute acceptance in terms of the statutory provisions. From the time of the receipt of the goods, the risk of accidental loss or deterioration of the goods passes to us. The incoming goods inspection is limited to whether the delivered goods can be regarded as contractual performance according to the description stated on the delivery note and whether the indicated quantities match. In particular, no check for defects shall be performed. Accordingly, the acceptance of the goods also does not constitute any acknowledgment of an absence of defects. The Contractor shall waive any existing rights to an immediate examination and

complaints about defects by us. We accept this waiver. We are obligated to inform the Contractor immediately in writing about any deviations detected.

9) Proofs of performance and acceptance

Acceptance is made by the examination of the goods supplied by us. These and any contractually specified proofs of performance must be recorded in writing. If there are defects, we must notify this immediately in writing.

10) Weights/quantities

In the event of any deviations in weight, the weight determined and logged by us upon the inspection of incoming goods shall apply, unless the Contractor proves that the weight calculated by him was correctly determined according to a generally recognized method at the time of transfer of risk. This also applies analogously to quantities. We can only refer to our findings if we have indicated the deviation to the Contractor immediately in writing.

11) Guarantees, warranties and limitation of claims for defects

The Contractor guarantees that all legal and regulatory requirements are met in his enterprise. The Contractor further guarantees that the delivered goods do not feature any deficiencies that may impair their value or suitability and that none of the assured properties are missing and that the goods comply with the generally accepted rules of engineering as well as the legal and regulatory requirements. The Contractor shall also give the same guarantee for parts delivered by his subcontractors. Any parts of a delivery which turn out to be deficient within 24 months from commissioning are to be repaired or re-supplied free-of-charge at our discretion. The determination of such defects must immediately be reported to the Contractor in writing. In the cases of § 323 paragraph 2 of BGB, we can immediately carry out the elimination of the defect ourselves or have it carried out by third parties after agreement with the Contractor at his expense. We can also withdraw from the contract - this also applies to other goods that have already been ordered - if we demand subsequent performance beforehand, but the Contractor is not capable of delivering the goods free of defects after repairing them for the second time. After notifications of defects, the limitation period for warranty and guarantee claims for all supplies or services is constrained to the period between the notification of defects and the elimination of defects. §203 sentence 2 of BGB shall apply accordingly. For all or partially re-delivered, replaced or repaired goods and services, the limitation period for warranty rights for defects begins and the guarantee is renewed with successful completion of subsequent performance. For re-supply, the returned goods will be recorded on the invoice in terms of value and the replacement supply will be billed afresh by the Contractor. Of the costs arising from the repair or replacement supplies, the Contractor shall bear the costs of the replacement unit, including the shipping costs and the reasonable costs of removal and installation, as well as the resulting costs of investigation necessary for determining the defect and the costs of any necessary provision by his fitters and assistants.

12) Notification of defects

Any notification of defects or any indication of deviations by us shall be deemed timely or immediate so long as it is notified to the Contractor in writing within a period of 2 weeks of discovery.

13) Surplus/shortage in quantity

We recognize excess or short deliveries for commercially available goods only up to 5% of the quantity ordered. For special goods, short deliveries are not allowed. Excess deliveries may not exceed 2% in the event of the absence of any special agreements.

14) Withdrawal

If the Contractor let a reasonable period elapse fruitlessly that was set for him under the aforesaid provisions regarding the delivery time or the guarantee or warranty, we are entitled to withdraw from the contract.

15) Quality

Insofar as we prescribe any specific and clearly-designated materials, manufacturing processes or specifications, the features of the submitted patterns that are approved by us shall be deemed warranted. After approval of the production by us, changes of any kind may be carried out only with our written consent.

16) Prices and payment

The prices specified in the order are fixed prices. If the prices are not fixed when the job order is placed, they are to be specified to us at the latest with the job order confirmation. If we do not object within 10 working days, the price shall be deemed approved (excluding repair and spare parts orders). Invoices must be issued in duplicate, and the duplicate is to be clearly marked as such. The order number is to be stated in the invoice. Each invoice must also show the sales tax separately. Invoices must be sent separately to the billing address we specified in the order/commissioning. Alternatively, the invoices can be sent via email to eingangsrechnungen@gmeinder.de. Unless otherwise agreed, payment of the invoice is made within 14 days with 3% cash discount or within 45 days as the net amount. The payment period starts from the handover of the goods at the receiving location of the supplies/services and receipt of the invoice at the billing address specified in the order/commissioning. Complaints about the delivery entitle us to withhold due payments. The payment period is constrained in this event until the successful completion of subsequent performance. Payment does not denote an acknowledgment of a proper delivery or approval in any case and has no influence on this warranty or guarantee.

17) Special right of termination

In the event that the Contractor suspends payments or a provisional insolvency administrator is appointed or insolvency proceedings are opened against the assets of the Contractor, the customer is entitled to withdraw from the contract completely or partially.

18) Intellectual property rights and copyrights

The Contractor ensures that commercial and other third party rights are not violated by the delivery and use of the ordered goods at home and abroad. He must exempt us from any related claims by third parties. This also applies to the parts that the Contractor has purchased from subcontractors. Where copyright issues arise with regard to the works commissioned by us, for example, for job orders to advertising agencies, the Contractor shall grant us the exclusive and transferable, temporally and spatially unrestricted right to use this work. This right of use extends to all types of use, in particular to the publication and use and the operations of the plant, its transmission to video and audio recordings, as well as any public communication. Insofar as it is possible for the Contractor, he will ensure that copyrights belonging to other authorized persons, or insofar as this is not legally possible, usage rights, are passed to us to the aforementioned extent. If this is not possible, the Contractor must inform us immediately and in writing about this and must not commission the third party before we approve the commission in writing.

19) Manufacturing equipment

Unless otherwise agreed, tools, molds, models and the like which are wholly or partly manufactured at our expense shall become our property with the production. They are carefully preserved and marked by the Contractor for us so that they can be identified at all times as our property. If third parties try to access them, we are to be immediately informed about this in writing, along with all the information required for a defense against such access, i.e. particularly stating the full address of the accessing party and reason of access. In case of problems in delivery, we are entitled to demand the free allocation of tools, molds and the like without entitling the Contractor to any right of retention. If these items are not our property, we may require the license for their temporary use for a reasonable fee in such cases.

20) Intellectual property

All documents, drawings, models, samples, tools and other manufacturing equipment which are handed over to the Contractor for the production, remain our property. Also none of our information about the production of items ordered by us, especially also the models, drawings, manufacturing equipment etc. produced according to our specifications may be used, reproduced or disclosed to third parties by the Contractor for other purposes; they are to be regarded instead as a trade secret. If the order is not placed or is placed after completion of the job order or is at any time at the subject of our written request, all documents together with all copies and reproductions are to be handed over to us immediately. The Contractor shall waive any existing rights of retention; we assume this waiver.

The Contractor is liable for all damages incurred to us due to a breach of these obligations and we reserve the right to prosecute.

21) Information

All information including drawings and other documents that we need for the preparation, processing, operation, maintenance or repair of the delivered goods are to be provided to us by the Contractor in due time, unsolicited, and free-of-charge.

22) Insurance

The Contractor must maintain liability insurance with the terms that are usual in this sector with a minimum coverage of 1.5 million euros per incident for the duration of the contractual relationship, including the guarantee and warranty period. The Contractor must substantiate this to us upon request; lower insured sums are to be agreed with us in each individual case. The non-existence of a liability insurance constitutes a reason for immediate termination of all contracts concluded.

23) Entering and driving on the plant site/construction site

When entering/driving on our plant site/our construction site, the instructions given by our professional staff are to be followed. Entering/driving on the plant/construction site is to be registered in due time. The conditions and regulations of the Highway Code shall apply on our premises. If services are provided on the plant/construction site, the appropriate construction site regulations shall apply. Liability for accidents that occur to the people belonging to the Contractor on our plant/construction site is excluded.

24.) Subcontractors, workers from non-EU countries

The use of subcontractors requires our prior written consent in each case. The Contractor must impose all obligations on the subcontractors with respect to the tasks assumed by him which he has undertaken for us and ensure their compliance. Should the Contractor or the subcontractors employ workers who come from non-EU countries, the Contractor shall vouch for the fact that they are in possession of an appropriate work permit. This is to be submitted to us on request. If the Contractor deploys subcontractors without our prior written consent, we have the right to withdraw from the contract and claim damages. The aforementioned conditions shall also apply if the subcontractor involves other subcontractors on his part. The Contractor made a commitment to us to transfer these obligations to his subcontractors and to monitor compliance with the agreements and report violations to us immediately. The Contractor shall indemnify us against all third party claims, including those of States and authorities which may arise due to the deployment of subcontractors.

25) Compliance with the regulations on the minimum wage

The Contractor is obligated to comply with the regulations of the Minimum Wage Act. At our request, proof of compliance with the Minimum Wage Act is to be provided in writing. Furthermore, the Contractor is also obligated to likewise contractually obligate the subcontractors to be involved to comply with these regulations as well as to obligate them to proceed with other subcontractors involved by them in the same way.

Failure to comply with these regulations would constitute one reason for the immediate termination of all contracts that are not yet completely settled. The Contractor shall exempt us from all claims which are asserted against us due to non-compliance with the regulations of the Minimum Wage Act. The exemption obligation shall cover the costs of any defense of claims.

26) Packaging

The packaged item is to be packed in such a way as to avoid damage due to transport. Packaging materials are to be used only to the extent necessary for this purpose. Reusable or recyclable packaging is preferable to that that needs to be destroyed. Dangerous goods are to be packed and marked in accordance with the applicable laws. The corresponding safety data sheets shall be enclosed with the consignment.

27) Safety, environmental protection

With regard to the delivered goods, the Contractor is obligated to take all the precautions necessary for environmental protection and accident prevention and to take all regulatory and legal requirements into account. We are entitled to request a certificate from the competent professional association, from which it must be evident that all accident prevention regulations have been complied with.

28) Waste disposal

Insofar as waste within the meaning of waste legislation is incurred during the supplies/services of the Contractor, he shall recycle or eliminate the waste at his own expense—subject to any written agreement stipulating otherwise—in accordance with the provisions of the waste legislation. Ownership, risk and waste-related legal responsibility shall pass to the Contractor at the time of the accumulation of waste.

29) Advertising material

Only with our express written consent is it permitted to refer to the existing business relationship with us in information material and/or advertising material.

30) Prohibition on assignment

Transfers by the Contractor outside the scope of § 354a of the German Commercial Code (HGB) are excluded; exceptions shall require our written consent to be effective.

31) Privacy

We are entitled to process the data on the supplier obtained with respect to the business relationship or in connection with these for our own purposes in accordance with the Federal Data Protection Act, regardless of whether they come from the supplier or from third parties.

32.) Liability

All liability on our part for damages caused by the Contractor and his employees is excluded. This does not apply to the violation of "cardinal obligations".

Furthermore, the restriction shall not apply to damages resulting from injury to life, limb or health based on a negligent breach of duty on our part or an intentional or grossly negligent breach of duty by our legal

representatives or vicarious agents. The exclusion likewise does not apply to other damages that are based on an intentional or grossly negligent breach of duty by us or by one of our legal representatives or vicarious agents. Except in cases of an intentional breach of duty, our liability is limited to typically occurring damage.

33.) Contract amendment

If we offer an amendment of the contract to the Contractor in writing and if the Contractor does not reject this offer in writing within the deadline defined by us in the letter, the offer shall be deemed to have been accepted. The contract will change accordingly. We will indicate to the Contractor particularly at the beginning of the period that silence will lead to the amendment of the contract.

34) Language of contract, place of jurisdiction and applicable law

The place of jurisdiction is exclusively the registered domicile of the Client. However, we are entitled to take legal action in the court that has jurisdiction at the registered domicile of the Contractor. German law shall apply as it applies between merchants based in the Federal Republic of Germany. The Contract Law of the United Nations Convention on Contracts for the International Sale of Goods as of 11/04/1980 shall not apply. Usual commercial clauses are to be interpreted according to the respective valid Incoterms (ICC, Pans).