

General Terms and Conditions of Purchase for Roth Composite Machinery GmbH

Bauhofstr. 2, D-35239 Steffenberg
As of 2023

1. Intended use

- 1.1 The following General Terms and Conditions of Purchase (hereinafter "**Purchase Conditions**") apply for all business relationships between Roth Composite Machinery GmbH (hereinafter "**we**" or "**us**") and our suppliers, particularly for contracts concerning the sale and/or delivery of movable goods (hereinafter "**goods**").
- 1.2 These Purchase Conditions apply exclusively. Any deviating, contradictory or supplementary General Terms and Conditions of the supplier shall only become integral components of the contract if and insofar as we have expressly consented to their validity in writing.
These Purchase Conditions apply even if we accept the delivery from the supplier without reservations despite knowledge of the supplier's terms which are contradictory or deviating from our Purchase Conditions.
- 1.3 Individual agreements (e.g. framework delivery agreements, quality assurance agreements) and arrangements with the supplier that are stipulated in our orders take priority over the Purchase Conditions.
- 1.4 Legally material declarations and notifications from the supplier concerning the contract (e.g. setting of grace periods, reminders, withdrawal) must take place in writing. Writing in the sense of these Purchase Conditions includes written and text form (e.g. letter, e-mail, fax). Statutory form requirements remain unaffected.
- 1.5 These Purchase Conditions only apply with respect to companies pursuant to sections 310 (1), 14 of the BGB (German Civil Code).
- 1.6 These Purchase Conditions also apply for all future business with the supplier.

2. Conclusion of contract

- 2.1 Our queries to the supplier concerning its goods and the terms of delivery as well as our requests for submission of tenders do not constitute contract offers. Instead, they are merely requests to the supplier to submit a contract offer, which we may accept or reject at our due discretion.
- 2.2 Orders are only binding if they are made in writing. The contract concerning the purchase of goods is established upon receipt of our order by the supplier.
- 2.3 The supplier is obligated to confirm our order in writing within a period of three (3) working days. Order confirmations from the supplier are only used for documentation purposes.
- 2.4 We reserve the rights of ownership as well as (insofar as these apply) copyrights and other intellectual property rights to figures, drawings, calculations and other documents provided to the supplier. They must be used exclusively for the purpose of fulfilling the contract between us and the supplier, and returned to us after performance of the contract without requiring a separate request.

3. Prices and payment conditions

- 3.1 Agreed prices are binding and can only be modified after conclusion of contract by mutual agreement. All prices are stated including the legal VAT unless this is indicated separately.
- 3.2 Unless a deviating written agreement has been made in the individual case, the price includes all services and ancillary services of the supplier as well as all ancillary costs (e.g. proper packaging, transport costs including transport and liability insurance). The supplier is obliged to take back and dispose of the packaging without receiving a fee.
- 3.3 We only process invoices if the information specified in the order – in particular our order number – is provided on the invoice. If such information is missing, the invoiced amount does not become due for payment.
- 3.4 Unless a deviating written agreement has been made in the individual case, we will pay the purchase price within 30 days starting from the complete delivery of the goods (including documentation and/or certificates/confirmations that are owed) as well as receipt of a proper invoice. If we make the payment within 14 calendar days, the supplier will grant us a 3% discount off the net amount of the invoice. In the case of bank transfers, payment is considered on time if our transfer order is received by our bank before the payment deadline has passed; we are not responsible for delays caused by the banks involved in the payment transaction.
- 3.5 We are entitled to rights of offsetting and retention in the scope indicated by law. In particular, we are entitled to retain due payments insofar as we still have outstanding claims against the supplier due to incomplete or defective services.
- 3.6 The supplier only has a right of offsetting and retention against counterclaims that are uncontested or legally established by a final decision.

4. Delivery time and delivery default

- 4.1 The agreed delivery time (generally indicated in the order) is binding. If a specific delivery time was not agreed upon, this will be set as two (2) weeks from conclusion of contract. The supplier is obliged to inform us in writing without delay if he anticipates that he will be unable to comply with the agreed delivery times.
- 4.2 If the supplier fails to perform his services or fails to do within the agreed delivery time or enters into default, our rights are determined by the statutory provisions. The regulations in clause 4.3 of these Purchase Conditions remain unaffected.
- 4.3 If the supplier is in default, we are entitled – apart from more extensive legal claims – to demand lump-sum compensation for our default damages amounting to 1% of the net price per commenced calendar week, however this may not total more than 5% of the net price of the goods delivered behind schedule. We reserve the right to demonstrate that greater damages were incurred. The supplier reserves the right to demonstrate that no damages were incurred, or that the damages were significantly smaller.

5. Performance, delivery, transfer of risk and default of acceptance

- 5.1 Without our prior written consent, the supplier is not entitled to engage third parties (e.g. subcontractors) to perform the services owed by him. The supplier bears the procurement risk for his services unless otherwise agreed in the individual case (e.g. restriction to in-stock supply).
- 5.2 Delivery is made duty paid within Germany to the location indicated in the order. If the destination is not specified and no other agreements have been made, delivery must be made to our place of business. The specific destination in each case is also the place of fulfilment for delivery and any subsequent performance (service owed).
- 5.3 The supplier is obliged to indicate our order number on all shipping papers and delivery slips. If the delivery slip is missing or incomplete, we are not responsible for any resulting delays in processing and payment.
- 5.4 The risk of accidental destruction and accidental deterioration of the goods is transferred to us upon handover at the place of fulfilment. If acceptance has been agreed upon, the transfer of risk occurs upon acceptance.
- 5.5 Acceptance will be carried out if this has been agreed on. Acceptance occurs at the location indicated in the order, or if the destination is not specified and no other agreements have been made, at our place of business. Partial acceptance is only allowed if a corresponding agreement exists. A written record of acceptance must be prepared and signed both by the supplier and by us. Tacit acceptance is excluded. Apart from this, the statutory provisions for acceptance shall apply.

6. Defective delivery

- 6.1 For our rights in the event of material and legal defects concerning the goods (including incorrect and insufficient delivery as well as improper installation/assembly or faulty instructions) and other breaches of duty on the part of the supplier, the statutory provisions shall apply, as well as the following supplements and clarifications exclusively in our favour.
- 6.2 For goods with digital elements or other kinds of digital content, the supplier is responsible for providing and updating the digital content at least insofar as this is derived from a procurement agreement or other product descriptions from the manufacturer or on the manufacturer's behalf, particularly on the Internet, in advertising or on the label.
- 6.3 Regarding the commercial obligation to inspect and notify defects, the statutory provisions (sections 377, 381 of the HGB (German Commercial Code)) apply subject to the following condition: Our inspection obligation is restricted to defects that become evident during our incoming goods inspection under external examination, including appraisal of the delivery papers (e.g. transport damages, incorrect or insufficient delivery). Our notification of defects is considered as prompt and timely if it is sent within five (5) working days after their discovery, or for evident defects, after delivery.
- 6.4 When acceptance has been agreed or is necessary due to the quality of the goods, particularly because the supplier manufactured the goods individually based on our requirements, there is no obligation of inspection apart from acceptance.
- 6.5 Subsequent performance also includes removing the defective goods and installing them again, insofar as the goods were installed into another object or attached to another object according to their nature and intended purpose before the defect became evident. Our statutory claim to reimbursement for related expenses (hereinafter referred to as "**removal and installation costs**") remains unaffected. The expenses required for the purpose of inspection and subsequent performance, in particular costs for transport, travel, work and materials as well as removal and installation costs where relevant, are owed by the supplier even if it turns out that no defect actually existed. Our liability for damages in the event of unjustified claims to rectify defects remains unaffected. However, in that regard we are only liable if we recognised or failed out of gross negligence to recognise that no defect existed.
- 6.6 Notwithstanding our statutory rights and the regulations in clause 6.3, the following applies: If the supplier fails to fulfil his obligation of subsequent performance – according to our choice, by rectifying the defect (hereinafter referred to as "**rectification**") or by delivering faultless goods (hereinafter referred to as "**replacement delivery**") – within an appropriate deadline set by us, which generally amounts to two (2) weeks, then we may rectify the defect ourselves and demand compensation or a corresponding advance from the supplier for the expenses required in this regard. If the supplier's subsequent performance has failed or is unreasonable for us to accept (e.g. due to particular urgency, risk to operational safety or impending occurrence of disproportionate damages), no deadline needs to be set; we will inform the supplier of such circumstances without delay, and in advance where possible.
- 6.7 The limitation period for defect claims is three (3) years after the transfer of risk, unless longer statutory or agreed limitation periods apply.

7. Supplier's recourse

- 7.1 We are entitled to our legally stipulated claims to expenses and recourse within a supply chain (supplier's recourse in accordance with sections 478, 445a, 445b and sections 445c, 327 (5), 327u BGB) without restriction in addition to the defect claims. In particular we are entitled to specify the exact type of subsequent performance (rectification or replacement delivery) from the supplier which we owe our buyer in the individual case; for goods with digital elements or other digital content, this also applies with regard to the provision of required updates. Our statutory right of choice (section 439 (1) BGB) is not restricted by this.
- 7.2 Before we acknowledge or fulfil a defect claim asserted by our buyer (including reimbursement for expenses), we will notify the supplier and briefly outline the factual circumstances, including a request for a written statement. If no justified statement is submitted within an appropriate deadline and no solution is reached by mutual agreement either, then the defect claim we have effectively granted is deemed as owed to our buyer. In this case, the supplier is responsible for providing evidence to the contrary.
- 7.3 Our claims resulting from supplier's recourse also apply if defective goods were further connected with another product or otherwise further processed by us, our buyer or a third party, particularly in the form of integration, attachment or installation.

8. Producer liability

- 8.1 Insofar as the supplier is responsible for product damages, the supplier is responsible for releasing us to this extent from third party damage claims upon first request.
- 8.2 Within the scope of his liability for damage cases as defined by clause 8.1, the supplier is also obliged to reimburse us for any expenses that result from or in connection with a recall initiative carried out by us. Concerning the content and scope of the recall initiatives to be carried out, we will inform the supplier – where possible and reasonable – and allow him the opportunity of making a statement. Other statutory claims remain unaffected.
- 8.3 The supplier is obliged to maintain a product liability insurance policy with a coverage amount of at least €5 million per personal injury/material damage for the duration of this contract.

9. Industrial property rights

- 9.1 The supplier ensures that no third-party rights are violated in connection with the delivery or by the delivered products.
- 9.2 If a third party asserts claims against us, the supplier is obliged to release us from these claims at our first written request.
- 9.3 The supplier's obligation of release concerns all expenses which we necessarily incur as the result of or in connection with the third-party claim, unless the supplier demonstrates that he is not responsible for the breach of duty underlying the infringement of proprietary rights.

10. Reservation of ownership, provisions, confidentiality

- 10.1 Insofar as we provide parts for the supplier, we reserve the ownership to such parts. Any processing or restructuring carried out by the supplier occurs on our behalf. If our reserved goods are processed along with other objects that are not in our property, we acquire co-ownership to the new object according to the proportional value of our goods (purchase price plus VAT) to the other processed objects at the time of processing.
- 10.2 We reserve ownership of tools which we provide to the supplier; the supplier is obliged exclusively to use the tools for production of the goods we have ordered and to permanently label the tools as our property. Furthermore, the supplier is obliged, at his own cost, to insure any tools owned by us at their new value against fire, water and theft damages. At the same time, the supplier hereby transfers to us all damage claims resulting from this insurance, and we hereby accept this transfer. The supplier is obliged, at his own cost, to carry out any required maintenance and inspection work on our tools as well as all upkeep and repair work in a timely fashion. The supplier must report any malfunctions to us immediately; if he culpably fails to do so, damage claims remain unaffected.
- 10.3 Insofar as we sell parts to the supplier for him to process or rework on our behalf, and the value of the security rights to which we are entitled pursuant to clause 10.1 exceeds the sales price of all parts delivered by us which have not yet been paid by the supplier by more than 10%, we are obliged to release the security rights at the supplier's request to the amount in excess.
- 10.4 The supplier is obliged to maintain strict confidentiality regarding all figures, drawings, calculations and other documents and information that he receives from us. These may only be disclosed to third parties with our express consent. The confidentiality obligation continues to apply after the termination of the contract. The confidentiality obligation ceases to apply, however, if and insofar the information concerned has become general knowledge or was demonstrably already known to the supplier at the time of disclosure.

11. Choice of law and place of jurisdiction

- 11.1 These Purchase Conditions and the contractual relationship between us and the supplier are subject to the laws of the Federal Republic of Germany, without giving effect to the principles of conflict of laws and to the exclusion of the United Nations Convention on Contracts for the International Sale Of Goods (CISG).
- 11.2 The exclusive place of jurisdiction for all disputes resulting from and in connection with the contractual relationship is Marburg/Lahn. However, we are also entitled in all cases to file suit at the supplier's general place of jurisdiction. Higher-priority statutory regulations, particularly regarding exclusive responsibilities, remain unaffected.