

## General Terms and Conditions of Purchase

### 1. Scope of Validity

- 1.1 These General Terms and Conditions of Purchase apply to the whole of business between Schneider Form GmbH (hereinafter: "SCHNEIDER FORM" and the Supplier, even if they are not mentioned in subsequent contracts. They apply to works and services as appropriate. In the case of works, acceptance of delivered goods is replaced by handover and in the case of services, it is replaced by the acceptance of the service.
- 1.2 Contradictory and additional terms and conditions by the Supplier and any that diverge from these General Terms and Conditions do not form the subject of this Contract unless SCHNEIDER FORM has expressly approved their validity in writing. These General Terms and Conditions also apply if SCHNEIDER FORM accepts a delivery from a Supplier even if it is aware of the Supplier's contradictory or divergent conditions.
- 1.3 Additional or divergent agreements to these General Terms and Conditions reached between SCHNEIDER FORM and the Supplier in order to fulfill the contract are to be laid down in writing. This also applies to a waiver of the written form requirement.
- 1.4 Any statutory rights of SCHNEIDER FORM exceeding these General Terms and Conditions are not affected.

### 2. Conclusion and Amendments to Contract

- 2.1 Unless agreed upon otherwise, offers and quotations are to be provided by the Supplier free of charge.
- 2.2 An order, change or extension of order, or any covenants reached at the signing of the contract become binding only when submitted by SCHNEIDER FORM in writing or, in the case of orders submitted orally, by telephone or by other means of telecommunication, when they have been confirmed in writing. An order submitted with the aid of automated equipment in which no signature or name appear is considered a written order. If SCHNEIDER FORM remains silent to offers, demands or other notifications from the Supplier, these shall be deemed to be acceptance only if this has been expressly agreed upon in writing. If an order contains obvious mistakes, typographical errors or mistakes with calculation, it shall not be binding upon SCHNEIDER FORM.
- 2.3 Promptly, but no later than 1 week after receiving an order, the Supplier shall issue a confirmation of order stating the price and delivery time. Deviations from the terms of the order shall be deemed valid when confirmed by SCHNEIDER FORM in writing. The same applies to subsequent amendments to the contract. If SCHNEIDER FORM has concluded with the Supplier a framework contract for future deliveries, an order submitted by SCHNEIDER FORM is binding if the Supplier does not object to it within three business days.
- 2.4 If during the fulfillment of a contract it transpires that deviations from the original specifications are required or expedient, the Supplier shall promptly notify SCHNEIDER FORM in writing. SCHNEIDER FORM shall promptly inform the Supplier whether or what changes he should make to the original order. If as a result of these changes the Supplier incurs expenses with fulfilling the contract, both SCHNEIDER FORM and the Supplier may demand an appropriate adjustment to the prices agreed upon.
- 2.5 SCHNEIDER FORM may demand at any time changes to the construction and specifications of the goods ordered, if such deviations from the original specifications are required or expedient and the Supplier finds them reasonable. The effects thereof, especially additional or reduced costs and the delivery deadlines, are to be agreed upon within reason.

### 3. Delivery

- 3.1 Delivery must comply with the specifications and scope of the order. The delivery times and deadlines agreed upon are binding. The delivery deadlines run from the date of the order.
- 3.2 Adherence to a delivery time or deadline shall be based on the receipt of the goods by SCHNEIDER FORM. If free delivery (DAP or DDP pursuant to Incoterms® 2010) has been agreed, the Supplier shall prepare the commodities for dispatch in good time, taking into account the loading and delivery time agreed with the haulage company.

- 3.3 If the Supplier realizes that the delivery time cannot be adhered to, he shall promptly inform SCHNEIDER FORM in writing, stating the reasons and expected duration of the delay. In the event of delayed delivery, SCHNEIDER FORM may terminate the contract regardless of any fault on the Supplier's part. If the Supplier delays with a delivery, SCHNEIDER FORM may impose a contractual penalty of 0.5 % of the net value of the order for each calendar day of the delay, but no more than 5 % of the net value of the order. This does not affect any further-reaching claims by SCHNEIDER FORM. The contractual penalty shall be offset against the losses which the Supplier must compensate for the delay. SCHNEIDER FORM's entitlement to delivery of the goods is extinguished only when the Supplier, at the request of SCHNEIDER FORM, pays compensation instead of delivering the goods. The acceptance of a late delivery does not constitute a waiver of claims for compensation.
- 3.4 A delivery earlier than the agreed time is permissible only with prior written approval from SCHNEIDER FORM. SCHNEIDER FORM may return any prematurely delivered goods at the Supplier's expense or store them at the latter's expense until the delivery time agreed upon.
- 3.5 Unless otherwise agreed, partial deliveries or deliveries of larger or smaller consignments are impermissible. SCHNEIDER FORM reserves the right to accept them in individual cases.

### 4. Risk Transfer and Dispatch

- 4.1 The Supplier bears the risk of accidental loss or impairment of the goods until they have been accepted by SCHNEIDER FORM (DDP pursuant to Incoterms® 2010). If the Supplier is obliged to erect or assemble the goods at the premises of SCHNEIDER FORM or render any other success-related performance, the risk is transferred to SCHNEIDER FORM only when the performance has been accepted.
- 4.2 Each delivery is to be accompanied by a waybill in two copies, stating the order and material number, a description of the goods, quantity, weight and details of the packaging material used, and containing a goods test certificate. Dispatch is to be immediately reported to SCHNEIDER FORM, quoting the same information.
- 4.3 The Supplier shall comply with the requirements of SCHNEIDER FORM regarding dispatch of the goods. The goods must be packed in such a way as to avoid damage during shipment. Packaging material is to be used only to the extent necessary. Only environmentally friendly and recyclable packaging material is to be used.

### 5. Prices and Payment

- 5.1 The prices stated in the order are binding. Unless otherwise agreed in writing, the prices are ex-works and customs-paid (DDP pursuant to Incoterms® 2010) including packaging.
- 5.2 Invoices must comply with the relevant statutory requirements, and must in particular include the sales tax ID/tax number, date of delivery and the quantity and type of goods charged for. Furthermore, the supplier number, waybill number and the number and date of the order must be stated. Invoices that do not satisfy these requirements shall be deemed non-received due to the impossibility of processing them.
- 5.3 Payment is made upon the receipt of the goods, completion of the service or upon successful performance within 14 days of receipt of the invoice, with a 3% discount or net within 30 days. Payment is subject to a check of the invoice. In the event of a faulty delivery, SCHNEIDER FORM may withhold payment until the proper fulfillment of the order, without forfeiting any rebates, discounts or similar price reductions. If the Supplier is to provide material tests, inspection reports, quality documents or other documentation, acceptance of the goods is subject to the receipt of these documents in advance. The payment deadline commences with the complete correction of the faults. In the case of premature delivery, the payment deadline commences on the agreed delivery date. In the event of late payment, the Supplier may charge interest of 5 percentage points above the base rate, unless SCHNEIDER FORM provides evidence of a higher loss.
- 5.4 The goods become the property of SCHNEIDER FORM, free of

encumbrance, no later than the date of payment. Payment is made solely to the Supplier. Expanded or extended retention rights are impermissible. Counterclaims by the Supplier may be offset against the amounts payable only if they have been legally determined or are undeniable. The Supplier may assert a retention right only if his counterclaim relates to the same contractual relationship.

#### **6. Guarantee and Complaints**

- 6.1 Unless otherwise agreed, the statutory guarantee rights apply.
- 6.2 The Supplier guarantees that the delivery conforms to the specifications agreed upon, the latest technology, binding legal regulations and the rules and regulations of the authorities, trade guilds and professional associations. The Supplier shall promptly notify SCHNEIDER FORM in writing of any doubts he may have regarding the desired specifications of the order.
- 6.3 Promptly upon receipt of the delivery, SCHNEIDER FORM shall check, if ordinary business operations allow this, whether the quantity and type of goods comply with the order and whether any visible damage occurred during shipment.
- 6.4 If a fault is identified during this inspection or discovered later, SCHNEIDER FORM shall report it within 14 business days of the inspection or discovery.
- 6.5 SCHNEIDER FORM's acceptance of the drawings, calculations and other technical documents of the Supplier does not affect the supplier's liability for faults and for the guarantee obligations assumed by him.
- 6.6 Notwithstanding the statutory claims for faults, SCHNEIDER FORM may, at its discretion, demand that the Supplier remedies the fault as a post-fulfillment or demand the delivery of fault-free goods. The Supplier must bear the necessary expense of post-fulfillment.
- 6.7 If, due to urgency and/or an expected unreasonably high loss, it is no longer possible to notify the Supplier of the fault and ask him for a remedy even at short notice, SCHNEIDER FORM may take these measures itself without prior approval.
- 6.8 Except in cases involving malicious intent, claims for faults expire after 3 years, unless the item has been properly used in construction and has caused the fault. The deadline for claims begins with the acceptance of the contractual object by SCHNEIDER FORM (transfer of risk).
- 6.9 If the Supplier performs his duty of post-fulfillment by means of a replacement delivery, the deadline for claims for faults starts afresh when the delivery has been accepted.
- 6.10 At the end of the above deadline, the suppliers of goods requiring spare parts are obliged to supply SCHNEIDER FORM with the necessary spare parts and accessories and tools for a further ten years.

#### **7. Product Liability**

- 7.1 The Supplier is obliged to indemnify SCHNEIDER FORM against claims by third parties under domestic or foreign product liability attributable to a fault with a product supplied by him, insofar as he is responsible for the product fault and for the resultant loss under the product liability regulations. This without prejudice to further-reaching claims by SCHNEIDER FORM.
- 7.2 In the cases referred to in Clause 7.1, the Supplier bears all the costs and expenditures, including the costs of any legal action. In particular, the Supplier shall reimburse SCHNEIDER FORM any expenditures resulting from or connected with precautions taken by SCHNEIDER FORM against a product liability claim, especially a product warning, replacement or recall. Insofar as possible and reasonable, SCHNEIDER FORM shall inform the Supplier of the type and scope of such precautions and allow him to express an opinion.
- 7.3 The Supplier shall insure himself to a reasonable amount against all product liability risks, including the risk of product recall, and shall produce the insurance policy when requested to do so by SCHNEIDER FORM.

#### **8. Protection Rights of Third Parties**

- 8.1 The Supplier represents and warrants that the delivery and use of the goods do not breach any patents, licenses or other third party rights.
- 8.2 If SCHNEIDER FORM or its customers become the target of legal claims by a third party on account of a breach of such rights caused

by the delivery and use of the goods, the Supplier shall indemnify SCHNEIDER FORM or its customers against such claims. The duty of indemnification applies to all expenditures connected with the legal claims.

#### **9. Provision of Items by SCHNEIDER FORM**

- 9.1 SCHNEIDER FORM retains ownership of patterns, models, drawings, templates, tools and other items provided to the Supplier in order to manufacture the goods ordered or for other reasons. The Supplier is obliged to use these items solely for the manufacture of the goods or for other tasks specified by SCHNEIDER FORM. Such items shall not be made available to third parties. The Supplier shall promptly return these items to SCHNEIDER FORM on demand and at his own expense if they are no longer required.
- 9.2 The Supplier shall undertake processing or conversion of the provided items for SCHNEIDER FORM. If such items are processed with other items not belonging to SCHNEIDER FORM, SCHNEIDER FORM acquires co-ownership of the new items to the same proportion as the value of the new items to the current value of the other items being processed.
- 9.3 The Supplier is obliged to handle and store the provided items carefully. He shall insure them at his own cost at new value against fire, water damage or theft. He thereby now assigns to SCHNEIDER FORM all claims under this insurance. SCHNEIDER FORM accepts this assignment. The Supplier undertakes to carry out all necessary maintenance and inspections of the provided items and all repairs at his own expense and in good time. He shall promptly notify SCHNEIDER FORM of any damage to these items.
- 9.4 Goods which the Supplier manufactures wholly or partly according to instructions from SCHNEIDER FORM or with the use of items provided by SCHNEIDER FORM may be used by the Supplier himself or offered, delivered or otherwise made available to third parties only with prior written permission from SCHNEIDER FORM. This also applies to goods which SCHNEIDER FORM has justifiably not accepted from the Supplier. In the event of a breach of these rules, the Supplier shall pay SCHNEIDER FORM a contractual penalty of € 25.000. This is without prejudice to further claims by SCHNEIDER FORM.

#### **10. Spare Parts**

- 10.1 The Supplier is obliged to offer spare parts for the products delivered to SCHNEIDER FORM for a period of 10 years after delivery.
- 10.2 If the Supplier intends to cease the production of spare parts for products delivered to SCHNEIDER FORM, he shall report this promptly after reaching such a decision. Subject to Clause 10.1, this report must be submitted at least 6 months before the end of production.

#### **11. Force Majeure**

- 11.1 If SCHNEIDER FORM is hindered by force majeure from fulfilling its contractual obligations, especially the acceptance of goods, SCHNEIDER FORM shall be exempt from the duty of performance for the duration of the hindrance and for a reasonable period of time thereafter, without being liable to compensate the Supplier. The same applies if SCHNEIDER FORM is unable to or is temporarily or unreasonably prevented from fulfilling its duties by unforeseeable circumstances beyond its control, especially actions by authorities, energy shortages or significant disruptions to operations. The same applies to industrial unrest that affects SCHNEIDER FORM.
- 11.2 SCHNEIDER FORM may terminate the contract if the hindrance under Clause 1.1. lasts more than four months and the fulfillment of the contract following the hindrance no longer lies in SCHNEIDER FORM's interests. Upon demand from the Supplier, SCHNEIDER FORM shall declare after this deadline whether it intends to avail itself of the right of termination or whether it will accept the goods within a reasonable time limit.

#### **12. Secrecy**

The Supplier shall observe without time limit the secrecy of all information provided to him via SCHNEIDER FORM and classified as confidential or identifiable as a business or operating secret and, unless used for deliveries to SCHNEIDER FORM, shall not reproduce, convey on or process such information. Through suitable contractual provisions, the Supplier shall

## 8410 Schneider Form GmbH, Kirchheimer Straße 181, 73265 Dettingen unter Teck

ensure that his employees and agents also refrain from reproducing, conveying or processing such business or operating secrets for their own purposes at least for the duration of their employment relationship.

the "Allgemeine Einkaufsbedingungen" in German. If there are any deviations in the interpretation of single paragraphs the German Version should be regarded as leading.

### 13. Export Controls and Customs

The Supplier is obliged to inform SCHNEIDER FORM in his business documentation of any permits required to (re-)export his goods according to German, European and U.S. export and customs regulations and according to the export and customs regulations of the country of origin of his goods. For this purpose the Supplier must provide the following information against the relevant items in his offers, confirmation of orders and invoices:

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- the export list number pursuant to the exports list contained in the German foreign trade directive or comparable binding export lists,
- for US goods, the ECCN (Export Control Classification Number),
- the commercial origin of his goods and their components, including technology and software,
- whether the goods were shipped via, manufactured or stored in the United States or produced with the aid of U.S. technology,
- the statistical trade number (HS code) of his goods, and
- the name of a contact person in his enterprise to answer any queries from us.

Upon request from SCHNEIDER FORM, the Supplier shall provide SCHNEIDER FORM with all other foreign trade details relating to his goods and their components in writing and to notify SCHNEIDER FORM promptly in writing (before delivery of the goods in question) of any changes to the above regulations.

### 14. Applicable Law / Jurisdiction

- 14.1 The supplier's relationship with SCHNEIDER FORM shall be governed by the laws of the Federal Republic of Germany.
- 14.2 The sole place of jurisdiction for all claims against merchants and public-law entities under this business relationship is the place of business of SCHNEIDER FORM in Dettingen unter Teck. SCHNEIDER FORM may also file claims at the Supplier's place of business or in any other permissible place of jurisdiction.
- 14.3 In international business, to settle any disputes arising under or in connection with this contract and its fulfillment, the contracting parties have the choice of approaching the regular courts or a tribunal
- 14.4 If the parties approach a regular court, the sole place of jurisdiction arising for all disputes arising under or in connection with this contract and its fulfillment is DETTINGEN. Nevertheless, SCHNEIDER FORM may also file claims at the Supplier's place of business or in any other permissible place of jurisdiction.
- 14.5 If the parties approach a tribunal, all disputes arising under or in connection with the present contract shall be finally resolved according to the arbitration rules of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e.V. [DIS]). The arbitration rules can be viewed at [https://www.disarb.org/werkzeuge-und-tools/dis-regelnit e.V.](https://www.disarb.org/werkzeuge-und-tools/dis-regelnit-e.V.) (DIS): [DIS-Regeln](https://www.disarb.org/werkzeuge-und-tools/dis-regelnit-e.V.) ([disarb.org](https://www.disarb.org/werkzeuge-und-tools/dis-regelnit-e.V.)) in German, English, French, Spanish, Chinese, Russian and Turkish.
- 14.6 The tribunal is composed of three arbitrators. Unless the parties have agreed otherwise, at least one of the arbitrators must be an attorney-at-law. The arbitrators must be fluent in the language of arbitration.
- 14.7 The language of arbitration is German, unless the parties have agreed on a different language.
- 14.8 The seat of the tribunal is Dettingen unter Teck in Germany.

### 15 Miscellaneous

- 15.1 The Supplier may use third parties to fulfill an order or significant parts thereof only with written permission from SCHNEIDER FORM.
- 15.2 The assignment of the Supplier's rights and duties to third parties is possible only with written permission from SCHNEIDER FORM:
- 15.3 The language of the contract is German.
- 15.4 The place of performance for all services by the Supplier and by SCHNEIDER FORM is the place of business of SCHNEIDER FORM.
- 15.5 These general terms and conditions of purchase are the translation of