

STANDARD TERMS AND CONDITIONS OF PURCHASE for supplies and services
(- General Purchase Conditions STCP -)
Version 11/2022

1 General, scope of application

- 1.1 The following Standard Terms and Conditions of Purchase (STCP) constitute an integral part of our purchase orders (of SAACKE GmbH including the subsidiaries and affiliated companies (section 15 et seq. AktG) – hereinafter jointly referred to as SAACKE- operating on the basis of these STCP) applicable to supplies and services and are subject matter of procurement contracts concluded with the respective Parties on the basis of purchase orders. They shall apply in respect of companies, corporate bodies under public law and public corporations/special funds under public law (jointly referred to as "Suppliers"). They shall not apply vis-à-vis consumers.
- 1.2 For Services and Engineering works our SPECIAL PURCHASE CONDITIONS FOR SERVICES AND ENGINEERING WORKS – SPC-VERSION: 1/2019 apply. If we order these services the STCP apply subordinately and supplemental.
- 1.3 The Supplier confirms that these STCP apply solely (as per item 1.1. above) to our respective purchase order and to any subsequent business transactions. If any special (individual) agreements that differ from these STCP are made for a certain purchase order, these STCP shall apply on a subordinated and supplementary basis.
- 1.4 We hereby reject the relevance of any of the Supplier's differing standard terms and conditions of business in general – even in connection with future orders – especially in the case they are communicated to us in order confirmations or in any other manner.
- 1.5 The Supplier undertakes to comply with the "Code of Conduct for Suppliers".

2 Offer, collateral agreements, forbidden advertising

- 2.1 Collateral agreements made orally and any exclusion of, amendments to and/or additions to these STCP shall require our explicit confirmation in writing for them to take effect.
- 2.2 The use of our purchase orders for reference purposes and/or advertising purposes shall require our prior consent in writing.

3 Drawings, models, tools

We reserve our (intellectual) property rights and/or copyright and/or any other protective rights in all illustrations, drawings, models, patterns, calculations, design drawings and any other documents that we have made available or paid for the purpose of executing the purchase order; these documents may only be used for work to complete the purchase order and must not be duplicated and/or made available to third parties without our explicit consent in writing. After completion of the purchase order they shall be returned to us without the Supplier being requested to do so and free of charge. The Supplier shall be liable for any losses that occur on account of culpable violation.

4 Responsibility for technical data / suitability for export

- 4.1. Our consent to drawings, calculations and any other documents does not affect the sole responsibility of the Supplier regarding the Supplies and Services. This shall also apply to any suggestions, recommendations or other cooperation on our part.
- 4.2. Supplier shall provide no later than at the time of acceptance of the Contract the following minimum information: number of packages and contents, the customs tariff numbers of the country of consignment, and the countries of origin for all Goods; EU supplier's declaration or other documents for proof of preferential origin, if a free trade agreement or a GSP preferential regulation by the EU in favour of Supplier's country can be used. For controlled Goods, the relevant national export control numbers must be indicated and, if the Goods and/or Services are subject to U.S. export regulations, the U.S. Export Control Classification Numbers (ECCN) or classification numbers of the International Traffic in Arms Regulations (ITAR) must be specified. EU supplier's declaration or other documents for proof of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested; certificates of origin upon request. Supplier shall state the Order number on all invoices (in particular but not limited to commercial, pro forma or customs invoices). Supplier shall not deploy nor subcontract persons or Subcontractors which are listed in actual sanction lists of following regulations: - (EG) No. 2580/2001 Terrorism; - (EG) No. 881/2002 Al-Qaida; - (EU) No. 753/2011 Afghanistan; - Embargo Regulations of EU.
- 4.3. The Supplier warrants that at the time of contract conclusion and delivery as well as during the period of guarantee/warranty (sect. 15.5) its Supplies and/or Services comply with the provisions of foreign trade law, e.g. EC Regulation No. 1334/2000 in the Regulation version 1167/2008 (EC Dual Use Regulation) and the German Foreign Trade Ordinance ("AWV"), the embargo regulations and any other regulations applicable at the time of delivery that have to be complied with when importing and exporting its products from and to the territory of the EU or of a country referred to in the contract (further details can be found at www.BAFA.de). If, between contract conclusion and delivery, there is any amendment of regulations that might affect the importability or exportability of the delivery item, we shall be notified without delay. In the event of a violation of the warranty obligations regulated in para. 4.2., we are, as in the case of any change in importability or exportability during the guarantee/warranty periods (sect. 15.5.), entitled to withdraw from the contract, without giving the Supplier the right of substitute performance.

If on account of the Supplier's violation of the warranty obligation laid down here any third party files claims against us, our Supplier shall be obliged to exempt us from such claims, including any foreseeable consequential losses/damages, and shall make up for any losses/damages that have been incurred by us, our employees, vicarious agents or customers, even if there is no evidence of negligence on the part of the Supplier.

5 Inspections

After prior announcement of a visit in good time, we and our employees and/or third parties appointed by us shall be granted access to the production facilities of the Supplier

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and/or its subcontractors at any time so that, inter alia, production progress, use of suitable materials, deployment of the required specialised staff and good workmanship with regard to the Supplies and Services ordered can be checked. Such inspections will take place without any legal effect regarding any acceptance procedure; an inspection is no substitute for an acceptance procedure, nor does it restrict in any way the Supplier's sole responsibility regarding its Supplies and Services. In particular, they shall not establish any defence of contributory negligence.

6 Spare parts

In purchasing contracts the Supplier gives an assurance that for every order spare parts and wearing parts will be available for a period of at least 10 years after the end of the guarantee/warranty period.

7 Transport of dangerous goods, labelling of hazardous substances, packaging

- 7.1. Each consignment which is addressed to us has to be packed separately for each SAACKE purchase number and has to be marked – visibly - on its outer packing with the SAACKE purchase and item number. In case of insufficient or incorrect marks we reserve our right to reject the goods and return them to the Supplier on its costs or charges or claim the liquidated damages as per para. 14 hereof mutatis mutandis.
- 7.2 It is the Supplier's duty to check before acceptance of the purchase order whether the items specified in the purchase order and/or constituent parts thereof have to be classified as dangerous goods (e.g. paints, adhesives, chemicals or flammable, oxidising, potentially explosive, combustible, toxic, radioactive, caustic items/goods or ones tending to heat up spontaneously) in the country of origin, in the destination country and/or in any transit countries. In such cases, the Supplier shall notify us in full without delay. When it acknowledges our order in writing at the latest, it shall send us the binding declarations legally required for shipment thereof, properly filled in and bearing a legally binding signature.
- 7.3 In the packaging, labelling and declaration of dangerous goods the Supplier is obliged to comply with the national and international regulations as amended, especially

Sea freight	Dangerous Goods Ordinance – Sea IMDG Code
Air freight	Dangerous Goods Regulations (DGR)
Rail, Road inland waterways:	Ordinance on the national and international carriage of dangerous goods by road, rail, and inland waterways (GGVSEB) and the European Agreement concerning the international carriage of dangerous goods by road (ADR) as well as EVO/RID.

- Any differing and/or additional national regulations of the respective recipient country shall also be complied with if the recipient country has been mentioned in the purchase order.
- 7.4. Packagings and packaging aids such as pallets, wooden crates, etc. must comply with IPPC Standard ISPM No. 15 as well as the national requirements and special aspects of the country that has been indicated as the place of use in the purchase order.
- 7.5 The Supplier shall be responsible for all losses/damages that arise as a result of incorrect information on the binding declarations or because existing regulations have not been complied with in the handling/processing (packaging, shipment, storage, etc.) of dangerous goods.
- 7.6 The Supplier is obliged to take back packaging materials free of charge.

8 Export licence

On submitting the offer the Supplier shall inform us in writing without delay whether and to what extent government export licences are required for the purchase order as a whole or in part or similar legal or official stipulations have to be met or they are subject to US import and export restrictions.

9 Prices, terms of delivery, terms of payment, default

- 9.1 The agreed contract prices shall be binding. They are only to be understood as exclusive of statutory value added tax.
- 9.2 Unless otherwise explicitly agreed in writing, prices are to be understood DDP ("Delivered Duty Paid") (named place) in accordance with INCOTERMS 2010.
- 9.3 Payment will be made by us on the 25th of the month following complete and proper contract performance and receipt of invoice minus 3% cash discount or without deductions within 60 days. Payment is deemed to have been made in good time if we have issued our bank with the remittance order by the last day of the term allowed for payment or by the agreed scheduled date of payment and our account has appropriate cover.
- 9.4 In the event of agreed stage payments the beginning of the period solely depends on receipt of the invoice, unless fulfilment of certain conditions and/or the furnishing of security have been agreed as prerequisites. Invoices for Supplies and Services that according to the Supplier's knowledge we have agreed to vis-à-vis a third party shall only fall due when and inasmuch as we have received from that third party a remuneration for the Supplies and Services or for parts thereof. If we have furnished security for possible defects in our dealings with the third party, the Supplier shall have an obligation towards us to furnish a

corresponding security. Any stage payments agreed shall not exempt the Supplier from its obligation to list and charge all Supplies and Services in a specified final invoice.

- 9.5 Default on a payment obligation after the due date shall only occur when an explicit reminder has been received.
- 9.6 We do not default on payment if in good faith we have made an error with regard to the legitimacy of a defence claimed for the Supplier's remuneration rights or of a right of retention claimed.
- 9.7 If our default on payment is due to ordinary negligence, default interest shall be limited to 3 (three) percentage points above the base interest rate (Section 247 of the German Civil Code – BGB) unless the Supplier produces evidence of the fact that it has incurred a higher loss on account of the default.
- 9.8 Our payments do not under any circumstances constitute acknowledgment of proper and flawless rendering of a supply or service and/or its acceptance.

10 Setting off claims, right of retention, intra-group settlement

- 10.1 We shall have rights to set off claims and rights of retention to the extent permitted by law.
- 10.2 We shall also have rights to set off claims and rights of retention with regard to such accounts receivable as we have vis-à-vis companies that are related to the Supplier within the meaning of Section 15 of the German Stock Corporation Act (AktG).
- 10.3 Any disputes about the amount of remuneration to be paid to the Supplier shall not entitle the Supplier to wholly, partially or temporarily discontinue its supply or service.

11 Delivery period, late delivery

- 11.1 The delivery period indicated in the purchase order shall be binding. Early deliveries and/or part deliveries shall require our explicit consent in writing. The supply is deemed to be completed only if all accompanying documentation as well as all test certificates and other documents and papers have been submitted either – if agreed – in digital format or in text form.
- 11.2 In case it has been agreed that the supply shall not be effected at the seat of SAACKE but at another place of delivery the delivery is deemed completed if a proof of delivery in original counter signed by the receiver or any other appropriate proof of supply has been submitted to us.
- 11.3 The Supplier is obliged to inform us in writing without delay if any circumstances should occur or become evident as a result of which the delivery period cannot be met.

- 11.4 In addition to performance, we shall be entitled to demand a contractual penalty amounting to 0.2% of the total contract price for each calendar day of late delivery but in total amounting to no more than 15% of the total contract price. This shall not rule out the possibility of filing further claims on account of default (including the right to withdraw from the contract and/or claim compensation in lieu of performance). Our right to demand the contractual penalty shall continue to exist until final settlement / payment even if we have not reserved this right when taking receipt of the supply or service.
- 11.5 In addition and notwithstanding our other rights, after expiry of a reasonable grace period granted by us or if the supply or service is no longer of interest to us on account of default or in the event of imminent danger or in order to avoid further loss or in the event of urgency, we shall be entitled, without having to grant a grace period, to have the supply or service not yet rendered by the Supplier executed by a third party for the Supplier's account. In any case of our obtaining a replacement the Supplier shall procure for us at its expense all the information necessary for that purpose and hand over to us any documents that are in its possession and, in the event of any existing own property rights or third-party property rights in the same, acquire for us appropriate rights of use to the extent required for obtaining a replacement, or exempt us from claims arising from those rights without delay. Upon conclusion of the supply contract the Supplier declares its agreement with use of its property rights for obtaining a replacement by us or by third parties commissioned by us. Contractual penalty that has already arisen up to date of substitute performance by a third party remains payable in any event.

12 Assignment of claims

Claims filed against us may only be assigned with our prior consent in writing. This shall not apply to any assignment within the scope of extended retention of title. Section 354 a of the German Commercial Code (HGB) shall remain unaffected.

13 Passing of risk

The Supplier shall bear the risk in accordance with the supply conditions agreed with it as per sect. 9.2.

14 Documents / invoices

The Supplier is obliged to indicate on all shipping documents and/or delivery notes and invoices our order number, the SAACKE article number, the quantity, the dimensions and the marks contractually agreed. In the case of invoices it is absolutely essential to show an invoice date, the value added tax shall be shown separately, indicating the tax ID. If any additional work/input is required in respect of processing of the invoice or other documents due to incorrect or insufficient information, we shall be entitled to deduct a lump sum expense amount of €50.00 per incorrect document. Our right to file claims for other

losses/damages, expenditure or additional costs arising from a violation of the marking duties referred to in this sect. 14 shall remain unaffected.

15 Guarantee/warranty, notice of defect, recourse

- 15.1 The Supplier gives a guarantee and warrants that its Supplies and Services comply with the recognised rules and the latest state of the art as well as the standards and regulations existing in Germany and in the destination country (including safety protection, occupational health protection and accident prevention regulations), have the agreed characteristics and warranted specifications, and are also devoid of material defects and defects in title.
- 15.2 We shall be obliged to report any defects as soon as they have been discovered. Examination of the delivery item will take place at a time when the delivery item is unpacked for use and is used for its intended purpose.
- 15.3 We shall have the statutory guarantee and warrants rights, including the rights arising from Section 478 of the German Civil Code (BGB) (entrepreneur's recourse), without any limitations. Without exception, we shall be entitled to demand from the Supplier elimination of defects and/or indemnification, at our discretion; the Supplier shall bear all the expenses necessary for the purpose of defect elimination and/or indemnification. Having informed the Supplier accordingly, we shall also be entitled to conduct the elimination of defects ourselves at its expense if danger is imminent, if it is a special case of urgency, if a reasonable period of grace previously granted to eliminate the defects has passed to no avail, if belated performance has failed or if this is deemed appropriate to minimise the loss/damage. With regard to the resulting expenses necessary we shall be entitled to demand an advance from the Supplier.
- 15.4 Insofar as we are entitled to eliminate defects ourselves in accordance with the above sect. 15.3, sect. 11.4 shall apply with regard to the Supplier's obligations. All costs arising in connection with the elimination of defects, especially for removal and installation, dismantling, assembly, travel, freight charges, packaging, insurance, customs duties and any other public levies, inspections or technical acceptance procedures at the place of use or installation, shall be borne by the Supplier.
- 15.5 Unless otherwise agreed in writing, our rights with regard to defects become statute-barred after 35 months, calculated from the passing of risk (section 13). If the supply or service is destined for a building and if it has caused the latter's defectiveness, the period of limitation shall be 5 years. Longer periods of statutory limitation shall remain unaffected; Sections 438 para. 3, 479 and 634 a para. 3 of the German Civil Code (BGB) shall also remain unaffected.
- 15.6 Insofar as and as long as Supplies and Services cannot be used in accordance with the contract on account of subsequent performance work by the Supplier, their guarantee/warranty period shall be extended by the duration of that interruption. For Supplies and Services repaired and/or replaced within the scope of the guarantee/warranty the

- period of limitation shall recommence upon acceptance of the repair or indemnification but for no longer than five years from the passing of risk and, in the case of construction supplies and services, no longer than seven years from the passing of risk.
- 15.7 The shifting of the burden of proof in Section 476 of the German Civil Code (BGB) shall apply; in this case, the period shall be extended to 18 months. The Supplier warrants that its supply and/or service do not show any defect or deficiency during the warranty period.

16 Product liability, release from liability, insurance cover

- 16.1 Insofar as the Supplier is responsible for a product defect or the violation of legal safety regulations or restrictions imposed by government agencies, it shall indemnify us with respect to any third-party claims for compensation upon the first written demand submitted. Furthermore, we shall be entitled to reimbursement of all expenses that we incur, especially in connection with any recall campaigns initiated by us for that purpose; regarding the nature and scope of recall campaigns, we will notify the Supplier beforehand if possible and reasonable. Any further and additional claims remain unaffected.
- 16.2 The same shall apply accordingly if product defects are attributable to Supplies and Services of the Supplier's pre-suppliers or subcontractors.
- 16.3 The Supplier shall maintain adequate insurance cover against product liability and is obliged to submit evidence of this to us on demand at any time, especially by means of its insurer's confirmation in writing.

17 Liability for environmental damage

The Supplier shall be liable for all damage that arises in connection with its Supplies and Services owing to the violation of environmental law regulations (e.g. emission control laws, waste oil and water management laws, waste disposal laws and/or relevant ordinances passed). In this context, the Supplier shall indemnify us with respect to any third-party claims for compensation upon our first written request. Furthermore, it shall meet our expenses for the loss/damages we have incurred.

18 Property rights

The Supplier guarantees the fact that no third-party property rights are violated in connection with completion of the orders. If claims are lodged against us in that respect the Supplier shall indemnify us from all such claims upon our first written request. The indemnification obligation shall relate to all costs and expenses that we necessarily incur from and/or in connection with such claim being made.

19 Subcontracting, severability

- 19.1 The Supplier shall require our prior consent in writing in order to exercise rights of retention vis-à-vis its sub-suppliers. To avoid the exercising of rights of retention by the Supplier's subcontractors, we shall be entitled to make direct payments to subcontractors, which, insofar as they involve justified accounts receivable of the subcontractor, shall be deemed payment on in lieu of performance in our relationship with the Supplier. Justified accounts receivable of the subcontractor vis-à-vis the Supplier in accordance with the above sentence shall also include ones where, in good faith, we have been in error regarding existence thereof. In any event, third parties, especially sub-suppliers and subcontractors which the Supplier commissions to fulfil its obligations arising from the purchase order or which otherwise are included by it in connection with its Supplies and Services, shall be considered vicarious agents of the Supplier.
- 19.2 If individual provisions of the procurement contract are invalid, the validity of the other contractual provisions shall remain unaffected. Instead of the invalid contractual provisions the Supplier undertakes to replace them without delay in the form of a supplementary agreement by means of such a covenant as shall come as close as possible to the commercial outcome of the invalid contractual provision(s).

20 Special provisions in the case of continuing obligations

If our purchase order relates to Supplies and Services in the form of services within the scope of a relatively long-term contract (term of more than two months), the following shall apply in addition to the provisions of these STCP:

- 20.1 The term of contract shall never be more than one year unless a longer term has been explicitly agreed in writing.
- 20.2 The contract shall end after expiry of the period of one year without notice of termination having to be served. The right to serve notice of termination for good cause shall remain unaffected, as shall any agreed right to serve ordinary notice of termination. In the case of services of a higher nature which require a special trust the termination rights under Section 627 of the German Civil Code (BGB) shall apply mutatis mutandis.
- 20.3 The Supplier shall be liable for any losses/damages that are caused by itself or the persons commissioned by it for rendering the services to our property or assets. However, this shall not apply if the Supplier produces evidence of the fact that the occurrence of the loss/damage could not have been avoided even if maximum care had been exercised. To produce evidence in respect of such cause, it is sufficient if we can prove that the loss/damage was highly likely to have been caused by the Supplier itself or the persons commissioned by it.

21 Special provisions in the case of transport orders

If our purchase order relates to the conclusion of transport and freight forwarding contracts, the following shall apply supplemental to the other provisions of these STCP:

- 21.1 As a matter of policy, we prohibit the conclusion of transport insurance policies on our behalf unless an explicit order to do so is placed in writing.
- 21.2 The forwarding agent we have appointed has liability in accordance with transportation law even if no agreement has been made with regard to costs and/or freight prior to commencement of the transport operation.
- 21.3 The liability is 40 SDR/kg, for loss and damage and/or delay during carriage irrespectively of the place where the incident occurred and/or which mode of transport has been used and/or any intermediate storage arranged or necessary for transport reasons. If evidence is produced that the prerequisites of Section 435 of the German Commercial Code (HGB) having been met, we can file claims for unlimited liability. The freight forwarder or carrier is liable for gross negligence or wilful misconduct of its vicarious agents even in case of transportation by sea.
- 21.4 The forwarding agent/transport contractor commissioned by us assigns to us, upon conclusion of the contract, its rights vis-à-vis its liability insurer as well as those rights vis-à-vis the subcontractors commissioned by it, on account of performance. Nevertheless, we shall be entitled at any time and without any limitation to obtain compensation from the forwarding agent/transport contractor in the amount that any loss/damage caused us is not indemnified by its liability insurance company or subsupplier.

22 Special provisions for the commissioning of work to be performed

If we have commissioned the Supplier to perform work (so-called “Werkleistungen”), the STCP shall be supplemented by the following provisions:

- 22.1 The amount claimed by the Supplier shall only fall due after formal acceptance of the works.
- 22.2 Acceptance does not take place only because we put the subject matter of the order into operation.
- 22.3 Acceptance shall only be deemed to have taken place if it has been declared by us in writing.
- 22.4 The other provisions of these STCP, incl. the provisions concerning subsequent performance / guarantee/warranty and the relevant periods, shall apply accordingly.

23 Software orders

- 23.1 If the purchase order involves the delivery of software, the provisions of these STCP shall apply insofar as it is a case of standard software.
- 23.2 If the purchase order solely or in addition to supply also covers programming services, the following shall apply in addition:
- 23.2.1 The prices agreed for programming services shall be deemed fixed prices. Invoicing on a cost basis shall only take place if this has been explicitly acknowledged by us in writing.
- 23.2.2 The programming services shall be subjected to an acceptance procedure. The provisions concerning work to be performed in accordance with section 22 shall apply accordingly.
- 23.2.3 The Supplier undertakes to make the source codes available in a digital format that can be subjected to further processing. The Supplier's fee claimed shall not fall due before the handing over of source codes.
- 23.3 The provisions of these STCP, especially sect. 11 and sect. 15, shall apply accordingly.

24 Frame work agreements

- 24.1 When purchasing in the form of frame work agreements or on the basis of frame purchase order agreements we shall not be obliged to take minimum quantities or to order at all. An individual purchase order referring to the frame agreements and the conditions contained therein shall take precedence. Any minimum purchase quantity indicated in the frame work agreements shall not be binding, as is also the case with collection times. Sect. 20 of these STCP shall apply in addition and accordingly.
- 24.2. If the Products have one or more types of defect and if the Supplier fails to eliminate the defect or defects within a reasonable period despite having been twice requested in writing to do so, we may withdraw from the frame work agreement.
- 24.3 Any obligation to extend the frame work agreement shall not apply if we discover that on an objective basis the Supplier is no longer competitive. The same shall apply if future cost reductions due to productivity increase, efficiency measures and sales increases are not passed on to us by the Supplier in a reasonable proportion.

25 Place of performance

The place of performance for the Supplier's Supplies and Services shall be the agreed place of use; with regard to our payments the place of performance shall be our principal place of business.



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26 Place of jurisdiction, applicable law

- 26.1 Insofar as the Supplier is a merchant, a public entity or a special public corporation, the place of jurisdiction for all types of proceedings shall be our principal place of business in Bremen. We reserve the right to also take legal action against the Supplier at its general place of jurisdiction. The public courts shall have jurisdiction. Courts of arbitration and arbitration agreements are explicitly ruled out.
- 26.2 Only the laws of the Federal Republic of Germany shall apply; applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is not ruled out in the case of foreign suppliers and it is applicable on a supplementary basis.