

Julius Schulte Trebsen GmbH & Co. KG: Terms & Conditions of Ordering

1 General/ Scope

1.1 Julius Schulte Trebsen GmbH & Co. KG (hereinafter referred to as "SCHULTE") places orders solely in accordance with the following Terms & Conditions of Ordering and any individual, written contractual arrangements (i.e. those agreed in writing or text form).

1.2 The applicable version of the Terms & Conditions of Ordering, but in any case the version most recently communicated to the contractor at least in text form, shall also apply as a framework agreement to any future orders, without SCHULTE having to draw attention to it again in each case; SCHULTE will inform the contractor of any changes to the Terms & Conditions of Ordering.

1.3 Individual arrangements made with the contractor in individual cases (including ancillary agreements, supplements and amendments) shall always take precedence over these Terms & Conditions of Ordering. Unless proven otherwise, the contents of such agreements shall be governed by the declarations/confirmations issued by SCHULTE at least in text form.

1.4 These Terms & Conditions of Ordering apply exclusively. Differing, conflicting or additional terms and conditions on the part of the contractor shall only become part of the contract if and to the extent to which SCHULTE has consented to their validity in writing. This requirement for consent shall also apply if SCHULTE unreservedly accepts deliveries from the contractor despite being aware of the latter's terms and conditions.

1.5 References to the validity of statutory provisions serve clarification purposes only. The statutory provisions apply even without such clarifications, insofar as these Terms do not directly amend or expressly exclude them.

2 Offer

2.1 The supplier's offer must comply exactly with the specifications and wording of the request. Any deviations must be clearly indicated. The offer is made at the supplier's expense.

2.2 Pursuant to the requirements of Section 48 of the German Income Tax Act (EStG), when specifying each offer the contractor must submit a valid certificate of exemption in accordance with Section 48 b EStG.

3 Orders and conclusion of contract

3.1 Only written orders and declarations, including those submitted by SCHULTE via remote data transmission (email, fax, etc.), are legally binding; verbal agreements must be confirmed in writing by SCHULTE. If indicated on the order form, orders shall be valid without a handwritten signature. The scope of the delivery depends on SCHULTE's order alone. All conditions, specifications, standards and other documents enclosed with the order or listed therein constitute part of the order.

3.2 Without the written consent of SCHULTE, any changes carried out by the contractor shall be invalid, even if SCHULTE has not expressly objected to them.

3.3 Within no more than 5 working days of receiving an order, the contractor must confirm said order, in the same form in which the order was submitted, or, specifically, process the order by dispatching the goods without reservation (acceptance). If acceptance is delayed, this shall be regarded as a new offer and must be accepted by SCHULTE. In terms of quality, quantity and other provisions, any offer made by the contractor must correspond to the provisions specified in SCHULTE's

order. Should the contractor's offer deviate from SCHULTE's order, its offer must make express mention of any such deviations.

3.4 To the extent that is reasonably acceptable for the contractor, SCHULTE may request changes to the service ordered. In such cases the contractor must, without undue delay, inform SCHULTE in writing and provide evidence of any higher or lower prices and impacts on delivery dates. Before execution, the parties shall reach an appropriate agreement with regard to any impacts upon delivery dates and remuneration. If the parties are unable to agree, then if requested by SCHULTE in writing the contractor shall still be obliged to render the amended service, unless this is demonstrably unreasonable for it. It will then receive the usual remuneration for this amended service.

4 Force majeure

Production interruptions due to unavoidable events (force majeure, e.g. industrial disputes) or interventions of public authorities (such as restrictions of consumption cause of gas-emergency-level) entitle SCHULTE to withdraw from orders; moreover, in the case of any uncontrollable factors which result in acceptance being delayed, the delivery and payment deadlines shall be extended in accordance with the duration of the delay.

5 Delivery date, completion of the work, damages and contractual penalty

5.1 The ordered goods must have been received on the agreed date at SCHULTE's factory or at the location specified by SCHULTE. The services commissioned must have been rendered on the contractually agreed date. If the delivery time was neither indicated in the order nor otherwise agreed, the service must be rendered without undue delay. The contractor must inform SCHULTE without undue delay if any circumstances arise or become apparent to it which suggest that the agreed deadlines cannot be met.

5.2 Default

5.2.1 If the contractor falls behind with deliveries, SCHULTE may request a contractual penalty amounting to 1 % of the net order value per completed calendar week, but no more than 5 % of the net order value, of the services delivered late.

5.2.2 In the case of construction work and other works and installation services, if the contractor fails to meet the contractually agreed completion date for rendering such services, the parties agree that a contractual penalty of 0.25 % of the net wage due per working day shall apply. The contractual penalty is limited to 5 % of the agreed net wage due.

5.2.3 SCHULTE is entitled to request the contractual penalty in addition to the performance and as the minimum amount of damages owed by the contractor under the statutory provisions; this does not affect any claims for further damages.

5.3 Services and/or partial services rendered early require the prior written consent of SCHULTE.

6 Suspension/Cancellation

6.1 SCHULTE reserves the right to request, at any time, that the further execution of the order be suspended. If execution is suspended for a period of more than three months, then the contractor must provide SCHULTE with detailed information about the costs incurred as a result of the delay beyond the period three months, but not about any loss of profit. The contractor may only claim compensation for such

proven costs. In all other cases of interruption, the contractor is not entitled to assert any claims.

6.2 SCHULTE reserves the right to withdraw fully or in part from the contract, even if the contractor is not at fault. In such cases, the contractor shall only be entitled to charge for all proven deliveries and services it has provided up until the withdrawal date.

7 Service, delivery, passing of risk, default of acceptance

7.1 With the exception of freight forwarding companies, the contractor is not entitled without the prior written consent of SCHULTE to have the service it owes rendered by third parties (e.g. subcontractors).

7.2 Delivery shall be on a delivered duty paid basis (DDP) as per the current International Commercial Terms (INCOTERMS) to SCHULTE or the place of delivery specified by SCHULTE. The respective destination is also the place of performance (obligation to provide).

7.3 For deliveries and services provided from within an EU country outside of Germany, the contractor's EU VAT identification number must be specified.

7.4 Imported goods must be delivered with duty already paid. In accordance with Regulation (EC) No. 1207 / 2001, the contractor shall be obliged to provide, at its own expense, any declarations and information required, to permit inspections by customs authorities, and to provide any official confirmations required.

7.5 The goods must be packaged properly. The contractor shall be responsible for any damage arising from improper packaging.

The contractor must specify SCHULTE's order and reference numbers in all documents relating to an order. All shipping documents must properly contain the information prescribed by SCHULTE, including but not limited to the order number, order item and quantity per item. The contractor must bear any costs arising from non-compliance with the shipping instructions. With respect to quantities, weights and dimensions, unless proven otherwise the values recorded by SCHULTE when checking the delivery shall be deemed decisive. The delivery note should be enclosed with the delivery and include the date (issue and shipment), the contents of the delivery (article number and quantity) and SCHULTE's order reference (date and number). If the delivery note is missing or incomplete, SCHULTE shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same contents must also be sent to SCHULTE separately from the delivery note.

7.6 The risk of accidental loss and accidental deterioration passes to SCHULTE when the goods are handed over at the place of performance. If acceptance has been arranged – for instance, in the case of all works and deliveries – then the passing of risk will depend on this acceptance. Moreover, the legal provisions on contracts to produce a work (German *Werkvertragsrecht*) shall also apply to any acceptance. The same consequences shall arise if SCHULTE is in default in accepting delivery.

8 Prices, payment terms and billing

8.1 The price specified in the order is binding. It is a fixed price. All prices include statutory VAT if this is not indicated separately. Section 13 b of the German Turnover Tax Act (UStG) must be observed.

8.2 Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the contractor (e.g. assembly, installation) as well as all other charges (e.g. proper packaging, transportation costs including any transport and liability insurance). If requested by SCHULTE, the contractor must take back any packaging materials free of charge.

8.3 The agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including acceptance where agreed) and upon receipt of a proper and verifiable invoice. The

contractor is responsible for ensuring that the respective invoice documents are complete, accurate and in accordance with statutory provisions. The complete invoice documents should generally be submitted only electronically by E-Mail to rechnungen@schulte-trebsen.de. The sending of invoices as paper-documents requires the prior consent of SCHULTE, which may be revoked at any time. The wording of the invoice must match the order descriptions and always include SCHULTE's order number. If the contractor is required to make available material tests, test reports, performance records, export certificates, export documents, quality documents or other documents, then unless otherwise agreed in individual cases the completeness of the delivery or service will also depend upon the receipt of these documents. If SCHULTE effects payment within 8 calendar days from the date of invoice receipt, the contractor grants SCHULTE a 3 % discount on the net amount; if payment occurs within 14 calendar days, there will be a discount of 2 %. Otherwise, the net payment shall be due within 30 days.

8.4 SCHULTE is entitled to rights of set-off and retention as well as the defence of unperformed contract to the extent permitted by law. Furthermore, the contractor grants SCHULTE permission, subject to prior notice, to set off any claims against liabilities.

8.5 The contractor shall only have a right of set-off or retention if this is due to undisputed counterclaims or counterclaims established by a court of law.

9 Non-disclosure and retention of title

9.1 SCHULTE reserves its ownership rights and copyright covering illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents must only be used for the contractual service and are to be returned to SCHULTE after completion of the contract. The documents must be kept confidential with respect to third parties, even after the contract has ended. This non-disclosure obligation will only expire if and to the extent to which the knowledge contained in the documents provided has become generally known.

9.2 The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items made available to the contractor by SCHULTE for the purpose of manufacture. Unless they are intended for processing, such items must, at the contractor's expense, be stored separately and adequately insured against destruction and loss.

9.3 Any processing, mixing or connection (further processing) by the contractor of the items provided shall be carried out for SCHULTE. The same applies to further processing of the delivered goods by SCHULTE, with the result that SCHULTE is considered the manufacturer and, in accordance with statutory provisions, acquires ownership of the product no later than after further processing.

9.4 The transfer of ownership of the goods to SCHULTE must occur unconditionally and irrespective of payment of the price. However, if in individual cases SCHULTE accepts an offer for the transfer of ownership by the contractor which is conditional on payment of the purchase price, the contractor's retention of title will expire at the latest when the purchase price for the delivered goods has been paid. In the normal course of business, SCHULTE remains entitled to resell the goods before paying the purchase price, under advance assignment of the claim arising from this (alternatively, application of the simple retention of title extended to the resale). In any case, this therefore excludes all other forms of retention of title, in particular retention of title which is extended, transferred or extended to cover the further processing.

10 Acceptance and warranty in the case of works

10.1 In the case of works and deliveries (Section 651 of the German Civil Code, BGB) which do not involve merely supplying non-fungible goods (without assembly or installation), a formal acceptance will be

carried out every time. The contractor is required to indicate that the work was made according to the contract.

10.2 If no trial period has been contractually agreed, then acceptance will take place at a time to be agreed on mutually by the parties. If a trial period has been contractually agreed, then acceptance will take place after the trial period at a time to be agreed on mutually by the parties. The results of the acceptance will be recorded in a report, which must be signed by both parties. All shortcomings identified in this report must be remedied by the contractor without undue delay.

10.3 By derogation of Section 438 Para. 1 No. 3 BGB, the general limitation period for claims for defects is 3 years from the passing of risk. If acceptance has been agreed upon, the limitation period shall begin after acceptance. The warranty period is five years in the case of a building and in the case of a work whose result consists in the rendering of planning or monitoring services for this purpose. The respective warranty period shall be extended by the period of operational interruption which is required as a result of subsequent improvement work or replacement deliveries.

10.4 SCHULTE is entitled to assert statutory claims for defects in full. By derogation of Section 442 Para. 1 Sentence 2 BGB, SCHULTE is also entitled to assert claims for defects without restriction if when the contract was concluded the defect remained unknown to SCHULTE as a result of gross negligence. At its own discretion, SCHULTE is entitled to request from the contractor that the defect be remedied or that a new work be produced. In addition, SCHULTE expressly reserves the right to claim damages, specifically damages instead of the service.

10.5 In the event that works have to be accepted or approved by an authority, e.g. a regional office, or another authorised inspection body, e.g. a trade association, before SCHULTE can use the work, the contractor remains obliged to provide warranty in accordance with legal provisions until the authority or other authorised body issues its acceptance or approval.

10.6 Defects and obligation to submit complaints

10.6.1 Statutory provisions apply to the commercial obligation to examine the goods and submit any complaints (Sections 377, 381 of the German Commercial Code, HGB), subject to the following conditions: SCHULTE's obligation to examine the goods is limited to defects which come to light when SCHULTE visually inspects the incoming goods, including the shipping documents, and to quality inspections carried out by SCHULTE in the form of random sampling (e.g. damage in transit, incorrect and short deliveries).

10.6.2 The contractor shall waive the right to claim that a complaint was made late if it is notified of any defects discovered in the manner specified without undue delay, or of any undiscovered defects without undue delay after they are discovered. If acceptance has been agreed upon, there is no obligation to examine the goods. Besides this, it depends on how feasible it is to perform an examination in the normal course of business given the circumstances of the particular case.

10.6.3 This does not affect SCHULTE's obligation to submit complaints about defects discovered at a later date. In all instances, SCHULTE's complaint (notification of defect) shall be considered to have been effected without undue delay and in a timely manner if the contractor receives it within 10 working days.

10.7 The costs incurred by the contractor for the purpose of examination and rectification (including any dismantling and installation costs) will be borne by the contractor, even if it is found that there was no defect to begin with.

10.8 If SCHULTE chooses a replacement delivery or remedial measures in order to remedy the defect, the statutory warranty periods for the replaced or repaired parts shall recommence from when the re-

placement delivery is received or the defect is remedied. SCHULTE reserves the right to assert further claims for damages incurred in connection with an unsatisfactory delivery.

11 Product liability, product recall

11.1 In the event that a customer or third party makes a claim against SCHULTE due to product liability, the contractor shall be required to indemnify SCHULTE against such claims, if and to the extent to which the damage was caused by a defect of a delivered item. The contractor shall bear all costs and expenses in such cases, including legal fees.

11.2 As part of its obligation to indemnify, the contractor must reimburse SCHULTE for any expenses pursuant to Sections 683, 670 BGB which arise from or in connection with third-party claims, including recalls carried out by SCHULTE. As far as possible and reasonable, SCHULTE will notify the contractor of the nature and scope of any recall action and provide it with an opportunity to respond. This will not affect any further legal claims.

12 Mandatory requirements

12.1 Deliveries and services must comply with legal provisions, in particular safety and environmental regulations, including the German Hazardous Substances Ordinance, and Electrical and Electronic Equipment Act (ElektroG) and safety recommendations of the respective German professional bodies or associations, such as the VDE, VDI, and DNI. Relevant corresponding certificates, test reports and supporting documents are to be provided free of charge.

12.2 The contractor acknowledges all internal specifications, rules and regulations of SCHULTE – including but not limited to the fire protection, occupational health and safety, transport, environmental protection, contractor, and hygiene guidelines as amended – as binding and shall comply with them in full. Infringements, non-compliance and/or breaches shall entitle SCHULTE to impose sanctions and/or levy penalties and/or fines (in the form of donations and/or order-related invoicing of costs and/or follow-up costs).

12.3 The contractor acknowledges and shall observe the compliance guidelines and the Supplier Code of Conduct of SCHULTE published on the SCHULTE-website.

12.4 The energy efficiency of equipment and products has a significant impact on how we award contracts.

12.5 By accepting the contract, the contractor also agrees that, in its execution of the contract, it will observe the fundamental health and safety requirements in accordance with the German Product Safety Act and the German Machinery Ordinance (Ninth Ordinance of the Product Safety Act), the requirements of the standards of the BSI's baseline protection as amended, the national occupational safety regulations as well as the legal ordinances applicable in this area, the relevant accident prevention regulations which are applicable at the time of delivery, and otherwise the generally recognised health and safety regulations. This commitment is part of the contract. If these provisions and rules are not observed, then the contract shall be deemed not properly fulfilled. We reserve the right to claim for damages.

12.6 When confirming the order, the manufacturer is required to submit a declaration of conformity or a manufacturer's declaration.

12.7 The contractor must conduct quality assurance which is appropriate for the nature and scope and is in line with the latest technological advances, and to furnish evidence of this on request. The contractor will conclude a corresponding quality assurance agreement with the contracting entity if the latter deems it necessary.

12.8 Any work on and in systems handling water-polluting substances may only be carried out by specialist companies pursuant to Section 62 Para. IV No. 5 of the German Federal Water Act (WHG). The

specialist company's qualification must be proven prior to executing the work by furnishing the relevant documents.

12.9 With regard to the German Minimum Wage Act (MiLoG) which has been in force since 1 January 2015, the contractor undertakes to comply with all of its obligations during the collaboration.

13 Substances in products

13.1 The contractor warrants that it fulfils the requirements of the EU chemicals regulation REACH as amended – hereinafter referred to as the REACH Regulation – and, in particular, that the substances have been registered. SCHULTE is not required to obtain approval under the REACH Regulation for any goods delivered by the contractor.

13.2 The contractor warrants that it will not supply any products containing substances covered by the REACH Regulation, as amended; (Stockholm Convention on Persistent Organic Pollutants as amended); on ozone-depleting substances as amended.

13.3 Should the delivered goods contain substances which are listed on the so-called "Candidate list of substances of very high concern" ("SVHC list") pursuant to REACH, the contractor is obliged to inform SCHULTE of this without undue delay. This also applies if substances which are not yet listed are added to the list while deliveries are taking place. The current list can be viewed at <https://echa.europa.eu/candidate-list-table>.

13.4 Moreover, the products must not contain asbestos, biocides or radioactive material.

13.5 If these substances are contained within the products delivered to SCHULTE, then SCHULTE must be informed of this in writing prior to delivery, specifying the substance and its identification number (e.g. CAS) and including a current material safety data sheet for the product. Delivery of these products is subject to separate written approval by SCHULTE.

14 Data protection provisions

14.1 The contractor shall be obliged to treat confidentially all personal data to which it gains access in the course of its business relationship with SCHULTE or of which it becomes aware during the business relationship. When handling this data, all relevant legal data protection requirements, in particular those of the GDPR and the German Federal Data Protection Act (BDSG), must be observed. The business partner shall not process the data without authorisation and shall only disclose or make the data accessible to third parties if it is entitled or obliged to do so by law or another legal provision.

14.2 The business partner shall impose an appropriate confidentiality obligation on persons it employs, and on any subcontractors it engages, who need to be granted access to confidential information and/or personal data in connection with the proper performance of the contract.

15 Property rights, bribery prevention

15.1 The contractor is responsible for ensuring that no third-party property rights are infringed in connection with its performance.

15.2 The contractor must inform SCHULTE in writing, at the latest when submitting its offer, if the contractor or members of its management has or have been convicted of bribing public officials by a national court during the 5 years prior to submission of the offer, and it must also inform SCHULTE without undue delay in writing if, at any point between when the offer is made and deliveries/services provided by the contractor in accordance with Article 9.2. are accepted, the contractor or members of its management is or are charged before a national court with bribing public officials. This information is necessary to meet the requirements of the OECD's recommendation on bribery prevention in relation to government export guarantees.

16 Applicable law and place of jurisdiction

16.1 These Terms & Conditions of Ordering and all legal relationships between SCHULTE and the contractor are subject to the law of the Federal Republic of Germany, excluding uniform international law, in particular the UN CISG. The requirements and effects of the retention of title are subject to the law of the respective storage location of the goods, inasmuch as the choice of German law is inadmissible or ineffective.

16.2 If the contractor or an auxiliary party employed by it breaches a duty or obligation arising from these Terms & Conditions of Ordering or the contractual relationship, the contractor shall compensate SCHULTE for the resulting damage if it is responsible for the breach of duty. The contractor shall indemnify SCHULTE internally against all possible third-party claims and any liability based on illegal or infringing acts on the part of the contractor or its auxiliary parties. The contractor shall reimburse SCHULTE for any expenses and costs incurred by SCHULTE as a result of or in connection with a third-party claim and the defence against such claim.

16.3 If the contractor is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the sole place of jurisdiction – including internationally – for all disputes arising from the contractual relationship shall be SCHULTE's registered office. SCHULTE is however also entitled to take legal action at the place of performance of the delivery obligation or at the contractor's office.