

General Terms and Conditions of Purchase of

NEUMO GmbH & Co KG

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I. Priority of these Terms and Conditions of Purchase for Goods and Services

1. These general Terms and Conditions of Purchase shall apply to all - including future - orders for goods and services and their processing. Deviations from these Terms and Conditions of Purchase shall therefore only be valid if they have been expressly confirmed by us in writing. Terms and conditions of sale and delivery of our suppliers are excluded - even if we do not object to them. In particular, the acceptance without objection of goods or order confirmations and delivery bills on which the general terms and conditions of sale and delivery of our suppliers are reproduced shall not be deemed to be an amendment of our Terms and Conditions of Purchase. Our Terms and Conditions of Purchase are finally agreed upon by the execution of our order.
2. If special terms and conditions deviating from these Terms and Conditions of Purchase are agreed for a specific order, these General Terms and Conditions of Purchase shall apply subordinately and in addition.
3. The preparation of offers is free of charge and non-binding for us.

II. Prices

The agreed prices shall be free to the place of receipt specified by us, including freight, packaging and ancillary costs. In the case of carriage forward delivery, we shall only bear the most favorable freight costs, unless we have defined a specific type of shipment.

III. Payment

1. Unless otherwise agreed, the following terms of payment shall apply: We shall settle invoices either within 14 days with a 3% discount, within 30 days with a 2% discount or within 60 days without discount. If the supplier's terms of payment are more favorable to us, these shall prevail.
2. The periods shall run from receipt of the invoice, but not before receipt of the goods or, in the case of services, not before their acceptance and, if documentation or similar documents are part of the scope of services, not before their contractual handover to us. The aforementioned periods shall not commence before the delivery dates listed and/or agreed overleaf.
3. Payments shall be made by check or bank transfer. Payment shall be deemed to have been made in due time if the check has been mailed on the due date or the bank transfer has been initiated at the bank on the due date.
4. We shall be entitled to rights of set-off and retention to the extent provided by law.

IV. Delivery times

1. Agreed delivery dates and deadlines are binding and must be strictly observed. Up to 8 days before expiry of the agreed delivery date, the supplier may only deliver with our express consent.
2. Impending delays in delivery must be notified to us without delay. In the event that the delivery date is exceeded in part or in full, we shall be entitled, without prejudice to further claims for damages, to demand a contractual penalty of 1% of the total purchase price per week or part thereof of the delay, but not more than 10% of the total purchase price, despite acceptance of the delivery.
3. In the event of a delay in delivery, we shall also be entitled to all statutory claims. In particular, we shall be entitled to claim damages in lieu of performance after the fruitless expiry of a reasonable grace period.

V. Retention of title and property rights

1. With regard to the supplier's rights of retention of title, the supplier's terms and conditions shall apply with the proviso that ownership of the object of purchase shall pass to us upon payment of this object and, accordingly, the extension forms of the so-called current account and group retention of title shall not apply. On the basis of the retention of title, the supplier may only demand the return of the goods if he has previously withdrawn from the sales contract.
2. Drawings, samples and other documents or aids that we make available to the supplier shall remain our property. They may only be used for their intended purpose and must be returned to us at any time upon our request.
3. The supplier shall in particular respect industrial property rights and copyrights to which we are entitled in terms of ownership, use or exploitation. Their use or exploitation is only permitted for the contractually agreed purposes. The supplier may not use or exploit products from documents, drawings, models and other materials provided by us or on our behalf, either for his own purposes or for the purposes of third parties. He may neither offer them to third parties nor deliver them to third parties.

VI. Execution of deliveries and transfer of risk

1. The supplier shall bear the risk of accidental loss and accidental deterioration. This shall also apply to "carriage paid" and "free domicile" deliveries. Unless otherwise agreed, the place of performance shall be our company, otherwise the shipping address specified by us. The risk of accidental loss and other risks shall only pass to us upon acceptance of the delivery item and/or service by us or our customer, but no later than 2 months after handover of the goods at the place of destination.

2. Partial deliveries require our consent.
3. Excess or short deliveries are only permitted within the scope customary in the trade.
4. Packaging costs shall be borne by the supplier unless otherwise agreed in writing. If, in individual cases, we bear the costs of packaging on the basis of a corresponding written agreement, this shall be charged to us at the lowest possible price. The obligations to take back packaging shall be governed by the statutory packaging laws in the currently applicable version.

VII. Declarations of originating status

In the event that the supplier makes declarations regarding the originating status of the goods sold, the following shall apply:

1. The supplier undertakes to enable the verification of the proofs of origin by the customs administration and to provide both the necessary information and any required confirmations.
2. The supplier shall be obliged to compensate for any damage caused by the fact that the declared origin is not recognized by the competent authority as a result of faulty certification or lack of possibility of verification. However, this liability shall only apply to the supplier in the event of culpable conduct or the absence of a warranted characteristic or guarantee.

VIII. Statutory Minimum Wage Law (MiLoG), Employee Posting Act (AEntG), Prohibition of Illegal Employment

The supplier shall ensure that the employees deployed by it or by subcontractors for the execution of contracts with us receive the statutory minimum wage in accordance with MiLoG or, if the services are to be remunerated in accordance with AEntG, the respective prescribed minimum wage. The supplier shall fulfill its obligations to pay contributions to social insurance carriers, employers' liability insurance associations, health insurance funds and other institutions.

IX. Inspection and testing

We and our customers are entitled to inspect the quality of the work during manufacture and/or the delivery items after completion at the place of manufacture (items with protective coatings and paints before application of the same). The costs incurred at the place of manufacture shall be borne by the supplier.

X. Quality of the goods / service

1. Deliveries/services must not violate
 - a) against the provisions of the accident prevention regulations and other regulations under public law, as well as against the generally recognized safety and occupational health rules,
 - b) against the relevant rules and requirements, which are of professional associations for delivery items/services of the ordered type,
 - c) against industrial property rights of third parties (e.g. patents, patent applications, utility models, design patents, copyrights) as well as business and trade secrets of third parties.
2. If claims are nevertheless asserted against us by third parties due to infringements of such regulations and/or rights, the supplier shall immediately indemnify us against such claims upon first request. We reserve the right to assert further claims for damages.
3. The supplier is obliged to plan, organize and implement the production process and quality assurance on his own responsibility in such a way that comprehensive quality monitoring and quality control are guaranteed and all quality and safety requirements placed on the product are met. This applies to all products, regardless of whether the supplier manufactures, processes or finishes them himself or purchases them from third parties, has them processed or finishes them. Furthermore, it must be ensured that all applicable laws and required manufacturer's rules and regulations, including the associated rules and regulations of the ship classification associations, are complied with in the manufacture of certified pressure-bearing/demanding products.
4. The supplier shall always comply with the recognized rules of technology as well as the applicable statutory and official requirements.
5. The supplier shall also comply with labeling obligations, such as CE labeling, in other cases related to the respective product to be delivered. The supplier shall also be obliged to issue an origin of goods declaration, irrespective of whether it is preferential or non-preferential, in the form of a supplier's declaration or an indication of origin free of charge. This document must comply with the respective valid legal provisions in form and correctness.
6. Machines and technical work equipment must be manufactured in accordance with the regulations of the Product Safety Act (ProdSG), be equipped with operating instructions in German, comply with the current Machinery Directive at the time of delivery and bear a CE marking. Incomplete machines must have a declaration of incorporation for the purposes of the conformity procedure.

XI. Liability for defects and limitation

1. Insofar as the commercial obligation to inspect and give notice of defects pursuant to Section 377 of the German Commercial Code (HGB) applies, our obligation shall be limited to inspecting delivered goods for quantity

and identity, externally visible transport and packaging damage as well as spot checks for their essential characteristics, insofar as this is reasonable. We shall notify the supplier of any obviously recognizable defects within eight (8) calendar days after delivery. We shall notify the supplier of defects which are not recognizable upon delivery and which occur later within eight (8) calendar days after discovery. In this respect, the supplier waives the objection of late notification of defects. Any further obligation to receive goods and to give notice of defects shall be excluded in all other respects.

2. The supplier owes defect-free deliveries and services. These must have the agreed quality characteristics as well as guaranteed values and properties and fulfill the owed purpose of use. The goods or services must also be free from defects of title. Deliveries must be equipped with prescribed safety devices. Relevant environmental protection, hazardous materials, dangerous goods and accident prevention regulations and occupational safety requirements must be observed. Any special safety regulations applicable at the place of performance and brought to the supplier's attention shall be complied with. The supplier warrants that goods delivered by it comply with all legal requirements, specifications, requirements or directives, in particular those applicable within the EU.
3. The release of submitted drawings or the like by us shall not affect the supplier's responsibility for the proper and defect-free performance of the contract.
4. In the event of defects and in the event of a warranty claim, we shall be entitled to the statutory claims for defects. In any case, we shall be entitled to demand from the supplier, at our discretion, remedy of the defect or delivery of a new, defect-free product. After expiry of a grace period set once, in which the subsequent performance fails, we shall be entitled to further rights, in particular to a reduction in price or rescission, as well as to damages. We expressly reserve the right to claim damages, in particular damages in lieu of performance. If we incur consequential costs as a result of defective delivery, such as inspection costs, labor costs, travel costs, installation and removal costs, handling costs, general administrative costs, we shall have the right to charge these costs to the supplier.
5. The supplier shall ensure that the supplies and services are performed in accordance with the purchase order and without limitation in accordance with the highest and latest standards of rules of safety, engineering and workmanship. Materials and equipment to be included shall be new and only qualified personnel shall be used for services. In addition, the supplier warrants that it will transfer to us full unimpaired title to the goods delivered and that other services will also be free from defects in title.
6. Insofar as warranty claims exceed the statutory claims for defects, these shall remain unaffected. For the claims for defects subject to the statute of limitations, a period of 24 months shall apply, which shall commence upon delivery and/or performance or acceptance, if such is provided for or agreed by law. If a longer limitation period is provided for by law, this shall prevail. The duration and the course of the regular limitation period shall remain unaffected.
7. The limitation period shall be suspended if negotiations are conducted between the contracting parties regarding claims for defects or if the supplier inspects or rectifies a defect for which notice has been given. If parts are replaced in connection with the subsequent performance, the limitation period shall start anew for these parts.
8. In urgent cases, if the supplier could not be reached and there is a risk of disproportionately high damage, we have the right to remedy the defects ourselves or through third parties at the expense and risk of the supplier. However, we will always inform the supplier of such measures in advance anyway without delay.
9. The supplier hereby assigns to us - on account of performance - all claims to which it is entitled against its suppliers on account of and in connection with the delivery of defective goods or goods lacking warranted characteristics. He shall hand over to us all documents required for the assertion of such claims.
10. Insofar as the supplier is responsible for a defect or product damage, it shall be obliged to indemnify us against claims for damages by third parties upon first request to the extent that the cause lies within its sphere of control and organization, the defect can be attributed to the supplier or it is itself liable without limitation in the external relationship.
11. Within the scope of the supplier's liability for damages within the meaning of subsection (10), the supplier shall also be obligated to reimburse all expenses, e.g. pursuant to Sections 693, 670 of the German Civil Code (BGB), as well as pursuant to Sections 930, 940, 426 of the German Civil Code (BGB), which result from or in connection with a recall action carried out by us. We shall inform the supplier of the content and scope of the recall measures to be carried out, insofar as this is possible and reasonable, and give the supplier the opportunity to comment. Other statutory claims to which we are entitled shall remain unaffected.
12. The supplier undertakes to maintain a product liability insurance with a lump sum coverage of EUR 10 million per personal injury/property damage; if we are entitled to further claims for damages, these shall remain unaffected.

XII. Tools, models, drawings and other documents

1. Tools, models, drawings and other documents provided by us or made for us may only be used for the execution of our orders. They are confidential and may not be made accessible to third parties without our consent. They must be properly stored until revoked, but no longer

than two years after the last use, and then handed over to us.

2. The production as well as the treatment and processing of such tools, models, drawings and other documents which the supplier produces on our behalf shall be carried out for us as manufacturer with the consequence that we acquire ownership thereof.
3. All documents, information, business or trade secrets provided to the supplier, e.g. in technical drawings, calculations, plans, product ideas or provisions and other know-how of us or ours ("Information"), which becomes known to the supplier during the business cooperation, shall be kept secret by the supplier and may not be disclosed or brought to the knowledge of third parties or otherwise used or exploited by the supplier or by third parties outside the purpose permitted by us, economically or otherwise, without our express written consent. The disclosure of confidential information and the possible transfer of documents, samples or models shall not constitute any rights to industrial property rights, know-how or copyrights for the supplier and shall not constitute any prior publication or right of prior use within the meaning of the Patent Act and the Utility Model Act. Insofar as third parties come into contact with Information of ours through the supplier, the supplier must conclude a comparable written non-disclosure agreement with them in advance and prove this to us upon request. The supplier shall also keep secret all knowledge and results gained through its use, even beyond the duration of the cooperation with us. The obligation to maintain secrecy shall continue to apply after this contract has been completed; it shall only expire if and to the extent that the production, product, system or manufacturing knowledge contained in the Information provided has become generally known without any breach of this obligation to maintain secrecy.
4. We shall be entitled to store and process the data provided by the supplier, taking into account the applicable data protection laws, insofar as they are required for the contractual cooperation, also insofar as they are personal data. The supplier is obliged to comply with the statutory provisions on data protection.
5. Disclosure of the business relationship existing with us in publications or for advertising purposes is only permitted with prior written consent. A public evaluation of the business relationship is generally prohibited.

XIII. Place of performance, place of jurisdiction and applicable law

1. Unless otherwise agreed, the place of performance for the delivery shall be our company.
2. The place of jurisdiction is Pforzheim. At our discretion, we may also sue the supplier at its place of jurisdiction.
3. The law of the Federal Republic of Germany shall apply to all legal relationships between the supplier and us in addition to these Terms and Conditions of Purchase. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 is excluded.
4. Should provisions of these terms and conditions be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the rest of the Terms and Conditions of Purchase and contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects most closely approximate the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.