

Terms and Conditions of Purchase 04/2023

Albert Handtmann Elteka GmbH & Co. KG
Hubertus-Liebrecht-Straße 21
88400 Biberach



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1. General scope of application

1.1. These Terms and Conditions of Purchase shall only apply to entrepreneurs, legal entities under public law and special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).

1.2. All deliveries, services and offers of our suppliers shall be made exclusively on the basis of these General Terms and Conditions of Purchase. These are an integral part of all contracts that we conclude with our suppliers for the deliveries or services offered by them.

1.3. Any terms and conditions of the supplier that conflict with or deviate from our terms and conditions of purchase shall not apply unless we have expressly agreed to their validity in text form. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation in the knowledge of terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase. Even if we refer to a letter containing or referring to the supplier's terms and conditions of business, this shall not constitute an agreement to the validity of those terms and conditions of business.

1.4. Our Terms and Conditions of Purchase shall also apply to all future business relations with the Supplier, even if they are not expressly agreed again.

1.5. Any previously agreed contractual terms and conditions of the supplier that conflict with or supplement these terms and conditions of purchase shall no longer be recognized.

2. Placing of orders - bidding documents

2.1. Our order shall be decisive for the conclusion and the content of the order, irrespective of the supplier's offer. Insofar as our offers do not expressly contain a binding period, we shall be bound by them for one week after the date of the offer. Decisive for timely acceptance is the receipt of the declaration of acceptance by us. A delayed acceptance shall be deemed to be a new offer and shall require acceptance by us. The supplier shall clearly indicate any deviations from the order. Deviations from the order must be acknowledged by us in text form; otherwise they shall not be binding for us and shall be deemed a new offer.

2.2. All order confirmations, delivery documents and invoices shall state our order no., order date, cost center, our mark, article no., delivery quantity and delivery address. The supplier is responsible for all consequences arising from non-compliance with the above obligations.

2.3. Verbal collateral agreements are only binding for us if we have expressly confirmed them in text form.

2.4. Orders shall be deemed to have been placed on the express condition that the supplier does not promise or grant any benefits to our employees or workers or to third parties on occasion of the placing of the order.

2.5. We shall be entitled to change the time and place of delivery as well as the type of packaging at any time by written notification with a notice period of at least 10 calendar days prior to the agreed delivery date. The same shall apply to changes in product specifications insofar as these can be implemented within the framework of the supplier's normal production process without significant additional effort, whereby in these cases the notification period pursuant to the preceding sentence shall be at least 4 weeks. We shall reimburse the Supplier for any proven and reasonable additional costs incurred in each case as a result of the change. If such changes result in delivery delays which cannot be avoided in the supplier's normal production and business operations with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The supplier shall notify us in writing of the additional costs or delays in delivery to be expected from him on careful assessment in good time before the delivery date, but at least within 5 working days of receipt of our notification in accordance with this paragraph 5 sentence 1.

2.6. The supplier shall ensure that it is aware in good time of all data and circumstances relevant to the fulfillment of its contractual obligations, as well as the use intended by us of its deliveries. Offers are free of charge for us.

2.7. The supplier shall ensure that he has thoroughly checked the local conditions before submitting an offer and has obtained clarity by inspecting documents on the performance of the services as well as compliance with technical and other regulations. The supplier must check any documents handed over, also

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with regard to the local conditions, for correctness, feasibility and, if necessary, the execution of preparatory work by third parties. He shall immediately notify us in writing of any concerns, stating the reasons, and reach an agreement with us on the continuation of the work.

3. Prices - Shipping

3.1. The price stated in the order is binding. Unless otherwise agreed, the prices are fixed prices and include delivery "free domicile" duty paid including freight, packaging, customs, taxes, other charges (DDP according to INCOTERMS 2020). In case of an "ex works" or "FCA" (INCOTERMS 2020) agreement, the supplier shall use the forwarding agent named by us. If this is not done, the shipping costs shall be borne by the supplier.

3.2. Payment shall be made - unless otherwise agreed - within 14 days less 3% discount or within 30 days net. The payment period begins with the date of receipt of the invoice by us, but not before receipt of the goods. For the purpose of calculating the payment due date, a service rendered before the agreed date shall only be deemed to have been rendered at the time of the agreed date.

3.3. We are entitled at any time to assert rights of set-off and retention within the scope of the statutory provisions.

3.4. The supplier shall not be entitled to assign its claims arising from the contractual relationship to third parties. This shall not apply insofar as monetary claims are concerned.

3.5. In the event of default in payment, we shall owe default interest in the amount of 5 percentage points above the base interest rate per annum in accordance with § 247 BGB.

3.6. Insofar as the price does not include packaging according to the agreement made and the remuneration for the packaging - which is not only provided on loan - is not expressly determined, this shall be charged at the proven cost price. Upon our request, the supplier shall take back the packaging at his own expense.

4. Delivery Dates - Delivery Period - Transfer of Risk

4.1. The delivery time stated in the order is binding. Early deliveries are not permitted, unless otherwise agreed.

4.2. The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent to him which indicate that the stipulated delivery time cannot be met. This shall also apply if the supplier assumes that we are already aware of the circumstances and reasons.

4.3. In the event of a delay in delivery, we shall be entitled to the statutory claims, including the right to withdraw from the contract and the claim for damages instead of performance after the fruitless expiry of a reasonable grace period.

4.4. In the event of delays in delivery, we shall be entitled, after prior written warning to the supplier, to demand a contractual penalty of 0.5% for each commenced week of delay in delivery, up to a maximum of 5% of the respective order value. The contractual penalty shall be set off against the damage caused by delay to be compensated by the supplier.

4.5. The supplier shall not be entitled to make partial deliveries without our prior written consent.

4.6. If quality certificates have been agreed, they shall be an integral part of the delivery. The delivery is therefore only complete when we have received the quality certificates.

4.7. The risk shall pass to us - also in the case of sale by delivery to a place other than the place of performance - only when the goods are handed over to us at the agreed place of destination.

5. Service provision

5.1. The supplier shall bear system responsibility for the ordered deliveries and services, i.e. the supplier shall be responsible to us for the performance of the service in all process steps and with regard to all service components, irrespective of whether the supplier directly or indirectly uses subcontractors within the scope of the performance of the service.

5.2. The supplier shall ensure that all relevant legal provisions at the time of performance are complied with in the performance of the service and in relation to the service to be performed, irrespective of whether it directly or indirectly uses subcontractors as part of the performance of the service. The supplier

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shall indemnify us against any claims of third parties based on the fact that he or a subcontractor directly or indirectly used by him does not comply with or violates a relevant legal provision (in particular applicable minimum wage laws).

5.3. The supplier may only use subcontractors directly or indirectly for the performance of services with our prior written consent. The aforementioned clauses 1. and 2. of this 5. shall remain unaffected.

6. Acceptance

6.1. If the service to be rendered consists of a work performance or work delivery, a formal acceptance is required. We shall carry out the acceptance after the Contractor's notification of completion has been submitted and all documents pertaining to the performance of the service have been handed over. If the inspection of the service provided by the Contractor requires commissioning or putting into use for test purposes, acceptance shall only take place after successful completion of the tests.

6.2. A formal acceptance report shall be drawn up on the acceptance. However, the formal acceptance shall be omitted until the Contractor has remedied any defects identified. The rectification of defects shall take place without delay, at the latest within a reasonable period set by us.

6.3. The operational handover of the service rendered shall not constitute acceptance. Payments by us do not mean that we have accepted the service.

6.4. There is no entitlement to partial acceptance.

7. Compliance with accident prevention and other regulations

7.1. During installation and assembly work, the supplier shall be responsible for compliance with all accident prevention regulations of the main association of the industrial employers' liability insurance association, all statutory provisions as well as any factory regulations notified to him. All delivery items must also comply with the accident prevention and other relevant regulations.

7.2. The supplier shall ensure that the legal, environmental and safety requirements for hazardous substances are complied with in its manufacturing processes, products and shipments.

8. Defect inspection

The supplier undertakes to carry out a precise outgoing goods inspection in the course of quality assurance; we shall receive proof of this upon request. The statutory provisions shall apply to the commercial obligation to inspect and give notice of defects, with the proviso that our obligation to inspect shall be limited to defects which become apparent during the incoming goods inspection under external inspection including the delivery documents as well as during the quality control in the random sampling procedure, such as obvious transport damage, incorrect and short deliveries. The supplier waives the objection of delayed notice of defects in case of other than obvious defects. The notice of defect is in any case timely if it is sent within a period of 5 working days, calculated from the date of receipt of the goods or, in the case of hidden defects, from the date of discovery.

9. Warranty - Audit

9.1. In the event of defects, we shall be entitled to the statutory claims without limitation. However, the warranty period is 30 months from the transfer of risk, unless longer statutory periods apply or are agreed by individual contract.

9.2. The supplier warrants that the items and services to be delivered comply with our order specifications, approved samples, the relevant statutory regulations and standards (DIN standards, EC standards, etc.), the state of the art, the applicable safety regulations and, if necessary, bear the CE mark and have a certificate of conformity. The supplier further warrants the performance data and other properties contained in the order confirmation.

9.3. We shall be entitled to the statutory warranty claims without limitation. In any case, we shall be entitled to demand from the supplier, at our discretion, remedy of defects or delivery of a new item. We expressly reserve the right to claim damages, in particular the right to claim damages in lieu of performance. We shall be entitled to remedy the defect ourselves or have it remedied by third parties at the supplier's expense and to demand reimbursement of the necessary expenses, provided that the supplier has culpably allowed the remedy period previously specified by us to expire fruitlessly.

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9.4. If we incur costs as a result of the defective delivery, in particular transport, travel, labor, material costs or costs for an incoming goods inspection exceeding the usual scope, the supplier shall bear these costs.

9.5. Upon receipt of our written notice of defects by the supplier, the limitation period for warranty claims shall be suspended until the supplier rejects our claims or declares the defect eliminated or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall begin anew, unless we had to assume from the supplier's conduct that the supplier did not consider itself obliged to take the measure, but only undertook the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

9.6. In order to check the quality assurance, the supplier shall allow us or our customers to visit the plant or conduct an audit at any time by agreement.

9.7. We do not waive any warranty claims by acceptance or approval of drawings, samples or specimens submitted.

10. Duty to notify

The supplier shall inform us immediately of any changes in his company and financial circumstances if these affect or may jeopardize the fulfillment of our orders.

11. Product Liability - Indemnification - Liability Insurance

11.1. The supplier shall be responsible for all claims asserted by third parties for personal injury or property damage attributable to a defective product supplied by him and shall be obliged to indemnify us against any liability resulting therefrom. If we are obliged to carry out a recall action against third parties due to a defect in a product supplied by the supplier, the supplier shall bear all costs associated with the recall action. However, the compensation claims according to sentences 1 and 2 of this paragraph shall be reduced proportionately if we are significantly responsible for the damage incurred.

11.2. Other legal claims remain unaffected, which we reserve.

11.3. The supplier undertakes to maintain at his own expense a business and product liability insurance with an appropriate sum insured for personal injury / property damage of at least EUR 1.5 million per person or EUR 1 million per property damage, maximized fivefold. The supplier shall send us a copy of the liability policy at any time upon request. The parties shall agree on any additional premiums that may be incurred as a result when setting the price.

12. Property rights

12.1. In accordance with paragraph 2, the supplier shall be responsible for ensuring that no third party property rights are infringed by products supplied by him in countries of the European Union or other countries in which he manufactures the products or has them manufactured. This shall not apply if the supplier has manufactured the delivery items according to drawings, models or other descriptions equivalent thereto provided by us or according to our specifications and does not know or, in connection with the products developed by him, does not need to know that industrial property rights are infringed thereby.

12.2. The supplier shall be obliged to indemnify us upon first written request against all claims asserted by third parties against us due to the infringement of industrial property rights referred to in paragraph 1 and to reimburse us for all necessary expenses in connection with this claim. This claim shall not exist insofar as the supplier proves that it is neither responsible for the infringement of industrial property rights nor should have been aware of the infringement at the time of delivery if it had exercised due commercial care.

12.3. Our further legal claims due to defects of title of the products delivered to us shall remain unaffected.

13. Spare parts

13.1. The supplier is obliged to keep spare parts for the products delivered to us for a period of at least 10 years after delivery.

13.2. If the supplier intends to discontinue the production of spare parts for the products delivered to us, it shall notify us thereof without undue delay after the decision on the discontinuation. This decision

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must - subject to paragraph 1 - be at least 12 months prior to the discontinuation of production.

14. Securing of property - Provision - Tools

14.1. If we provide parts to the supplier, we shall retain title thereto. Processing or transformation by the supplier shall be carried out for us. If our goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item to the other processed items at the time of processing. Objects which have been manufactured in whole or in part at our expense (e.g. molds, tools, devices, etc.) or which have been provided by us shall be surrendered to us upon first request. Modifications may only be made with our written consent. The supplier shall take out appropriate insurance for these parts. The supplier shall be liable for any damage or loss and shall store these items for us free of charge.

14.2. We reserve the right of ownership or copyright to orders placed by us, orders as well as drawings, illustrations, calculations, descriptions and other documents made available to the supplier. The supplier may neither make them accessible to third parties nor use or reproduce them himself or through third parties without our express consent. He shall return these documents and tools to us in full at our request if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the Supplier shall be destroyed; the only exceptions to this are storage within the scope of statutory storage obligations and the storage of data for backup purposes within the scope of normal data backup.

14.3. Tools, devices and models which we make available to the supplier or which are manufactured for contractual purposes and which are charged to us separately by the supplier shall remain our property or shall become our property. They are to be identified by the supplier as our property, to be carefully stored, to be secured to a reasonable extent against damage of any kind and to be used only for the purposes of the contract. At the same time, the supplier

hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment.

The costs of repair and maintenance of the tools shall be borne by the contracting parties - in the absence of any other agreement - in equal parts. However, insofar as these costs are attributable to defects in such items manufactured by the supplier or to improper use on the part of the supplier, its employees or other vicarious agents, they shall be borne solely by the supplier. The supplier shall notify us immediately of any damage to such items which is not merely insignificant. Upon request, he shall be obliged to return the items to us in proper condition if they are no longer required by him for the performance of the contracts concluded with us.

14.4. Reservations of title by the supplier shall only apply insofar as they relate to our payment obligation for the respective products to which the supplier reserves title. In particular, extended or prolonged reservations of title are not permitted.

15. Secrecy

15.1. The supplier is obliged to keep secret all illustrations, drawings, samples, films, models, tools, technical instructions, calculations and other documents and information (with the exception of publicly accessible information) received from us and to use them only for the execution of the order. He shall return them to us immediately upon request after completion of inquiries or after processing of orders. They may only be disclosed to third parties with our express consent. The obligation to maintain secrecy shall continue to apply after the execution of this contract.

15.2. Without our prior written consent, the supplier may not refer to the business relationship in advertising material, brochures, etc. and may not exhibit delivery items manufactured for us.

15.3. The supplier shall oblige its subcontractors in accordance with this 15.

16. Force majeure

16.1. In the event that the Supplier is prevented from performing its obligations under the Contract due to an event of force majeure, and it can prove the existence of such an event by sufficient evidence, the

performance of such obligations shall be suspended as long as the event of force majeure exists. An event of force majeure is an unforeseeable event beyond the Supplier's control that prevents it from fulfilling its obligations in whole or in part, including fire damage, floods, unexpected pandemics or epidemics, and operational disruptions or government orders for which it is not responsible. An event of force majeure on the part of the Supplier cannot be a lack of personnel, production materials or resources, strike, breach of contract on the part of third parties commissioned by the Supplier or financial problems of the Supplier.

16.2. The supplier shall notify us without delay of the occurrence and cessation of the force majeure and shall use its best efforts to remedy the force majeure and to limit its effects as far as possible.

16.3. In the event of force majeure, the contracting parties shall agree on the further procedure and determine whether, after its termination, the products not delivered during this period shall be subsequently delivered. Notwithstanding the foregoing, we shall be entitled to withdraw from the orders affected thereby without liability for damages if the circumstances giving rise to the force majeure last longer than 4 weeks from the agreed delivery date. The right to terminate the contract for good cause in the event of force majeure lasting longer remains unaffected.

17. Environmentally friendly procurement

In addition to economic aspects, we attach importance to environmentally friendly performance and energy efficiency of the products, facilities and services offered when selecting suppliers. The supplier is therefore obliged to comply with the respective statutory and official regulations on the treatment of employees, environmental protection and occupational safety and to work to continuously reduce the adverse effects on people and the environment arising from its activities. The use of modern and efficient technologies and processes that save resources and reduce emissions, pollutants and waste is obligatory for us and our suppliers. The supplier shall ensure that services are provided in an environmentally friendly manner and that environmentally compatible and recyclable operating, input and auxiliary materials are selected. The supplier shall comply with

all legal regulations of the Federal Republic of Germany and the European Union for the protection of the environment in the supply chain (e.g. Supply Chain Sourcing Obligations Act - LkSG). Relevant certificates, test certificates and verifications shall be supplied free of charge. Subcontractors of the supplier shall also be obliged to comply with these requirements.

18. Compliance with laws

18.1. In connection with the contractual relationship, the Supplier shall be obliged to comply with the relevant statutory provisions applicable to it. This concerns in particular anti-corruption and money laundering laws as well as antitrust, labor and environmental protection regulations.

18.2. The supplier shall ensure that the products delivered by him comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. Upon request, he shall provide us with evidence of conformity by submitting suitable documents.

18.3. The supplier shall make reasonable efforts to ensure compliance by its subcontractors with the obligations incumbent on the supplier contained in this 18.

19. Applicable law - place of performance - place of jurisdiction

19.1. The contracts concluded between us and the supplier shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

19.2. Place of performance for both parties and exclusive place of jurisdiction for all disputes arising from the contractual relationship is our registered office Biberach a.d. Riss.

19.3. Amendments, supplements and terminations must be made in writing. To comply with the written form, it is sufficient that these are delivered in writing by letter, fax, e-mail or electronic data interchange (EDI).