

1. Scope

1.1 These Terms and Conditions of Purchase apply to all business transactions (deliveries and services) with the supplier, even if no express reference is made to these conditions. We do not accept contradictory or deviating terms and conditions of the supplier, unless we have expressly agreed to their validity. In particular, acceptance of supplies or services or payment does not mean consent.

1.2 Our terms and conditions of purchase apply only to entrepreneurs within the meaning of § 14 BGB.

2. Order placement

2.1 The preparation of offers and the preparation of projects is free and non-binding.

2.2 If there are any unintelligent errors on our part at the conclusion of the contract, eg due to transmission errors, misunderstandings, etc. , a claim for damages against us according to § 122 BGB is excluded.

3. Prices Agreed prices are fixed prices. Subsequent price increases, for whatever reason, are excluded, unless we have expressly agreed.

4. Payment

4.1 Payment is made every working day (weekly for Witzenmann Speck).

4.2 Payments by us do not constitute acceptance of the delivery or service as being in accordance with the contract.

4.3 The supplier agrees with the payment after receipt of goods and accepts payment by check or other means of payment of our choice including electronic payment transactions. Term of payment: within 14 days 3% discount; 2% discount within 30 days; net within 60 days. Deviations from this term of payment are to be agreed explicitly.

5. Delivery, packaging, transfer of risk

5.1 Partial, over, under or pre-delivery are only permitted with our prior consent.

5.2 The risk only passes to us at the place of receipt upon acceptance by us, in the case of installation of the delivered goods upon acceptance in the company named in the order.

5.3 If the scope of delivery also includes software, we are entitled, including its documentation, to a time-unlimited right of use to the extent permitted by law and to the extent necessary for the contractual use of the goods. We may revise, duplicate, translate the software or convert it from the object code to the source code and make backup copies. We are further entitled to grant our customers rights of use in the corresponding scope, insofar as this is necessary so that the customer can use and use the delivery item delivered by us to him.

6. Delivery time and delivery delay

6.1 The delivery dates specified in the order are binding and must be adhered to exactly. Within the delivery period, the goods must be received by us or at the agreed or specified place of receipt.

6.2 As soon as it becomes apparent to the supplier that delivery delays may occur, the supplier must inform us immediately stating the reasons. This does not change the binding nature of the agreed

delivery date. We reserve the right, for operational reasons, to change the quantity of planned deliveries or to order the temporary suspension of planned deliveries.

6.3 If the supplier is in default, we are entitled to claim 0.5%, but no more than 5% of the order value, as a contractual penalty for every week of delay. The reservation required under § 341 Abs. 3 BGB (German Civil Code) can be asserted for full payment of the service. The assertion of a further damage is not excluded by the contractual penalty.

7. Legal and official claims as well as material and legal defects

7.1 The Supplier must guarantee that the delivered goods and services comply with the legal and official provisions of both the exporting and the importing country which are valid for their distribution or their use and do not infringe any industrial property rights or other rights of third parties. False or other deliveries are not accepted by us in any case. There is no need for a special complaint in this respect. The supplier must observe the GADSL (Global Automotive Declarable Substance List). Deliveries of raw materials / parts made of stainless steel / stainless steel products must also be free of radioactivity. Evidence must be provided on request. The deliveries and services must correspond to the state of the art applicable to the delivery time or foreseeable for the future as well as other statutory provisions, technical test regulations and accident prevention regulations. In particular, DIN standards and VDE regulations must also be complied with.

7.2 The supplier is required for deliveries to the European Union to comply with the requirements of Regulation of the European Parliament concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH, CLP, RoHS Regulation). In accordance with the rules of the Dodd-Frank Act §1502 and the Regulation (EU) 2017/821, the supplier receives so-called conflict minerals (Ta / Nb, Au, W & Sn minerals) exclusively from certified, conflict-free sources and confirms this on request. There is a duty of proof and information (eg SVHC). Products that do not fully meet the requirements must not be delivered to us.

7.3 All legal and regulatory requirements apply to the entire supply chain. The supplier will oblige its subcontractors in accordance with the above provisions.

7.4 We are entitled to the statutory rights in the case of defects of quality and title without limitation. The right to choose the type of supplementary performance (removal of defects or replacement) is ours. The Supplier shall bear all expenses necessary for the purpose of remedying the defect or providing replacement. If the supplier fails to remedy the defect or replace it within a reasonable period of time, or insufficiently, or if immediate remedying of the defect is necessary for urgent reasons, we can have the defect rectified at the expense of the supplier or eliminate it ourselves or make cover purchases at the supplier's expense.

7.5 Unless otherwise agreed, claims for material defects or defects of title shall be subject to a limitation period of 60 months from the passing of risk. It shall be extended by the period of rectification or subsequent delivery measures of the supplier as of the receipt of our notification of defects until the latter declares the termination of the measures or refuses further rectification or subsequent delivery. Witzenmann GmbH

7.6 If we incur costs as a result of defects in the delivered object, in particular transport, travel, labor or material costs or costs for an incoming inspection or sorting measures exceeding the usual scope, the Supplier shall reimburse us for these costs.

7.7 The rights of recourse of the company in accordance with § 478, 479 BGB are against the supplier, even if there is no purchase of consumer goods.

7.8 If there is a defect, it is assumed that the defect already existed at the time of the transfer of risk, unless this assumption is incompatible with the nature of the item or the defect.

7.9 In the case of a work, Witzemann reserves all rights in respect of any work that may be deemed acceptance of the work due to a possible defect.

8. Product Liability If we are claimed for a product defect due to the Product Liability Act or other regulations, or if damage occurs in another way in connection with the delivery of a defective product, in particular due to the required recall, retrofitting etc., then the supplier must indemnify us and Damage to be compensated if and insofar as the damage was caused by a defect in the contractual object delivered by the supplier. In cases of liability based on fault, this only applies if the supplier is at fault. If the cause of the damage lies within the area of responsibility of the supplier, he bears the burden of proof to that extent. In such cases Supplier shall bear all costs and expenses, including the costs of any legal action. The supplier is obliged to take out a sufficient product liability insurance.

9. Environmental, labor and social standards

9.1 We observe and act in accordance with the internationally recognized fundamental environmental, labor and social standards of the UN Global Compact Initiative (see www.unglobalcompact.org). We equally expect our suppliers to comply with these standards. Should we find that the supplier violates these standards, we reserve the right to terminate the business relationship - if necessary also extraordinarily and without notice.

9.2 The supplier undertakes to comply with the statutory provisions in accordance with the Minimum Wage Act. Should we be claimed for violation of the supplier due to the minimum wage law, the supplier has to indemnify us on first request.

9.3 The Supplier shall oblige its subcontractors to comply with the standards of 10.1 and to comply with the minimum wage law.

10. Property rights, documents, confidentiality

10.1 The supplier warrants that the items delivered by him do not violate domestic or foreign industrial property rights and guarantees us the full freedom and copyright of their use and trade in Germany and abroad. In the event of a claim by third parties, the supplier shall indemnify us against all claims in respect of the goods supplied and violate domestic or foreign industrial property rights in respect of the delivered goods and shall reimburse the resulting damage.

10.2 Tools, forms, samples, models, profiles, artworks, gauges and other documents provided by us remain our property and may not be passed on to third parties or otherwise used for our own purposes without our express consent. They must be secured against unauthorized inspection or use by the supplier and, unless otherwise agreed, must be returned in proper condition at the latest upon delivery. The supplier may not keep any copies. A right of retention does not exist.

10.3 All technical data and other non-public commercial or technical details that become known to the supplier as a result of the business relationship with us must be kept secret by him. They may only be used by us for execution of orders and made available to employees whose involvement is necessary for the performance of the order.

10.4 If, on our behalf, tools, drawings or other means of production are made by the Supplier at our expense, it is understood that these objects will become our property immediately after manufacture. In the case of only partial cost sharing, we acquire co-ownership according to the cost

share. In the case of joint ownership of a tool, we have a right of first refusal to the co-ownership share of the supplier. The supplier is revocably entitled to keep these objects for us free of charge and with care. He bears the costs of maintenance, repair and replacement. Replacement items become our property immediately after production. We receive all copyright exploitation rights for these items for sole use. The supplier is not entitled to use these items beyond the scope of the order without our consent. For revocable safekeeping the supplier is entitled and obliged. The supplier must mark the objects in such a way that our property is also documented vis-à-vis third parties. The supplier has no right of retention on these items.

11. Limitation of Liability We are liable for intent and gross negligence. For slight negligence we are liable only if it comes to the violation of essential contractual obligations, which arise from the nature of the contract or their violation jeopardizes the achievement of the purpose of the contract. Even then the damages are limited to the foreseeable damage. Incidentally, in the event of slight negligence, claims for damages by the supplier, regardless of the legal grounds, are excluded. The above limitation of liability does not apply to injury to life, limb or health or in cases of product liability law.

12. Place of Performance, Jurisdiction, Applicable Law

12.1 Place of fulfillment for all liabilities from the contract, in particular for delivery and payment, is for both parties the seat of our company or the place of performance named by us.

12.2 The place of jurisdiction for all disputes arising from the contractual relationship as well as its occurrence and effectiveness is for merchants for both parties the court having jurisdiction over the location of our company. At our discretion, we can also file an action at the supplier's location.

12.3 The contractual relationship is subject to German law. UN Sales Convention (CISG) does not apply.