

General Terms of Purchase of BOWE SYSTEC GmbH (hereinafter "BOWE"), Version September 2021

I. General scope of application

- (1) Unless alternative terms are agreed in individual cases, these General Terms of Purchase ("Terms of Purchase") apply to all inquiries, work orders, and purchase orders placed by BOWE with suppliers and service providers (hereinafter all referred to as "Suppliers") as well as to the resulting offers and acknowledgments of order issued for supplies and/or services provided by the Supplier, regardless of the legal basis upon which these are provided.
- (2) These Terms of Purchase shall only apply to business persons as defined by Section 14 of the German Civil Code (BGB). They also apply to all future business transactions with the Supplier.
- (3) Unless another form is prescribed by law, all agreements made between BOWE and the Supplier for the purpose of concluding, amending, supplementing, or executing contracts, as well as for the purpose of incorporating general terms and conditions of the Supplier in order to modify these Terms of Purchase, shall only be valid if made in writing (written form, email, or communication via other agreed digital platforms, such as "MyOpenFactory").
- (4) BOWE expressly objects to the inclusion of the Supplier's own general terms and conditions and/or terms of delivery. The inclusion of such of the Supplier's terms and conditions shall only be legally binding if explicitly accepted by BOWE.

II. Prices / Terms of payment

- (1) Prices that are based on a binding offer made by the Supplier and that are stated by BOWE in the purchase order shall be binding. Unless otherwise agreed, all prices are DDP (Incoterms 2020) BOWE works in Augsburg or the branch stated in the purchase order.
- (2) Invoices can only be handled if they include the purchase order stated by BOWE in the purchase order. The Supplier holds sole responsibility for any disadvantages that may arise as a result of failure to comply with this requirement.
- (3) Unless otherwise explicitly agreed, invoices may only be issued after delivery has been made in full.
- (4) Payments are made within 14 bank working days at the place of business of BOWE following receipt of invoice at a prompt payment discount of 3% or at the net invoice amount within 30 days.
- (5) BOWE shall be entitled to exercise statutory offsetting and retention rights.

III. Delivery / Delivery date/ Delay / Contractual penalty / International commercial law

- (1) All deliveries are made DDP (Incoterms 2020) BOWE works in Augsburg or to the branch stated in the purchase order.
- (2) Delivery dates that have been confirmed by the Supplier are binding, whereby timely delivery shall be determined according to the time of arrival of the delivery at its stipulated destination.
- (3) The Supplier shall notify BOWE in writing without delay if it becomes apparent to the Supplier that it will be unable to meet the promised delivery date.
- (4) All delivered goods must comply with the relevant limits for harmful and hazardous substances and must comply with the REACH Regulation.
- (5) Under framework and/or successive delivery contracts the Supplier must notify BOWE of changes in delivery times for future purchase orders including if such changes have not yet come into effect.
- (6) If the Supplier defaults on contractually agreed delivery, BOWE shall be entitled to claim minimum compensation for each week of delay or part thereof of 0.5%, not exceeding a total of 5%, of the value of the supplies or services which the Supplier has failed to deliver on time. BOWE shall be entitled to claim further damages as provided by law.
- (7) The Supplier shall inform BOWE about all national and international customs, export control, and international commercial law provisions that apply to its deliveries, including but not limited to US re-export law (together referred to as "international commercial law"). The Supplier shall, without delay following receipt of the purchase order, provide BOWE all of the information and data that BOWE requires in order to comply with international commercial law (e.g. dual use properties), including but not limited to:
 - The commodity codes according to the international HS nomenclature of the World Customs Organization (WCO) and the combined nomenclature of the European Union (EU).
 - Statement of the non-preferential country of origin, supplier declarations on preferential origin from the European Union, or presentation of the required certificates for preferential treatment for suppliers based outside of the European Union.
 - All of the export list numbers applicable to the shipment according to the US Commerce Control List ("ECCN").

If the Supplier violates the above duties to provide information, BOWE shall be entitled to withdraw from the contract and/or to claim damages (e.g. delays in delivery) accordingly.

IV. Documents / Packaging

- (1) The Supplier must state the purchase order number quoted by BOWE in all communications concerning the delivery, including but not limited to shipping documents and delivery notes. The Supplier will be held responsible for any delays in processing that result from a failure to quote the purchase order number.
- (2) Packaged goods may only be delivered on Euro pallets 1200 x 800 mm, in Euro wire-mesh box pallets or in cardboard boxes printed with "RESY" or "Grüner Punkt". All other packaging material should be selected according to ecological and sustainable criteria and used sparingly. Priority should be given to reusable packaging material.
- (3) Notwithstanding the requirement to provide the contractually agreed documentation, the Supplier must provide BOWE the following documentation as stipulated in Machinery Directive 2006/42/EC: Operating instructions, safety data sheet, service manual, complete set of drawings, electrical circuit diagram, parts list, list of spare parts, general system description, declaration of conformity and declaration of incorporation of machinery.

V. Obligation to examine and notify defects as well as deviating identity, quality, and quantity

- (1) Unless otherwise agreed, BOWE shall, within a reasonable period of time, examine the delivered goods only for externally visible damage as well as for externally visible deviations in identity, quality, and quantity. Notifications of defects shall in all cases be deemed to have been made in good time if they are received by the Supplier within 2 weeks of delivery of the goods. Other defects, which are only discovered in the course of normal production, must be notified to the Supplier without delay following their discovery. In this respect, the Supplier waives the objection of delayed notification of defects.

The Supplier shall be liable in law for nonperformance as well as for material and legal deficiencies.

VI. Product liability / Indemnification / Liability insurance

- (1) If the Supplier is responsible for damage under the principles of product liability law, under the law of tort or under contract law, the Supplier must indemnify and hold harmless BOWE to this extent on first request against any claims made by third parties for damages.
- (2) In this context, the Supplier must also, pursuant to Sections 683 and 670 of the German Civil Code (BGB), reimburse the costs arising from or in relation to a recall action organized by BOWE. Provided there is no imminent danger, BOWE must inform the Supplier in advance about the contents and scope of such recall action and provide the Supplier with the opportunity to respond.
- (3) The Supplier undertakes to take out product and environmental liability insurance that provides flat-rate annual cover of at least €5 million per instance of personal injury / property damage.

VII. Intellectual property rights / Confidentiality

- (1) The Supplier is responsible for ensuring that the deliveries made by it in no way infringe third-party industrial property rights or copyrights.
- (2) If claims are asserted against BOWE by third parties, the Supplier must indemnify and hold BOWE harmless on first request against such claims.
- (3) The Supplier's duty to indemnify applies to all expenses necessarily incurred by BOWE from or in relation to claims asserted by third parties.
- (4) BOWE shall retain both title and copyright to illustrations, drawings, calculations, and other documents made available to the Supplier. The Supplier shall handle such documents and information with strict confidentiality and shall only disclose the same to third parties with the explicit consent of BOWE. This duty to maintain confidentiality shall continue to apply subsequent to performance of this contract and shall only expire if and to the extent that the production know-how contained in such illustrations, drawings, calculations and other documents has become public knowledge.
- (5) Tools, molds, samples, models, profiles, drawings, standards sheets, print templates, and gauges provided by or manufactured for BOWE as well as subsequently manufactured items may only be made available to third parties or used for other than the contractually agreed purposes with BOWE's written permission. Such items must be safeguarded to prevent unauthorized inspection or use. BOWE may demand surrender of such items subject to further rights if the Supplier infringes these duties.
- (6) The Supplier shall treat the know-how and lessons learned, documents, tasks, business transactions, or other information obtained from and through BOWE, as well as any other information such as the conclusion of the contract and its outcomes, with confidentiality – including after termination of the contract – for as long as and until such time as such information becomes public knowledge or BOWE has given written permission in specific cases to the disclosure of such information. The Supplier shall use such information exclusively for purposes which are necessary to make delivery. The Supplier shall only provide information to those of its employees who require the information in order to perform their tasks and must ensure that

such employees are also made subject to the duty to treat such information with confidentiality. If BOWE has agreed to the transfer of work orders to third parties, such third parties must be required to accept corresponding duties of confidentiality.

VIII. Retention of title (supplied materials / tools)

- (1) If BOWE has provided the Supplier with parts or materials, BOWE shall retain title to such parts or materials ("Goods subject to reservation of title"). The processing or transformation of goods subject to reservation of title shall be undertaken on behalf of BOWE. BOWE shall acquire title to the new items. The Supplier's claims under Section 951 of the German Civil Code (BGB) remain unaffected.
- (2) If items provided by BOWE are inseparably mixed with other items which are not the property of BOWE, BOWE shall acquire co-title to the new items, based on the ratio of the value of the items to which it has reserved title to the other items thus mixed at the time of such mixing. If items are joined and mixed in such a way that the Supplier's items are regarded as the principal item, it shall be agreed that the Supplier shall transfer proportionate co-title to BOWE, arrange possession for us, and store the jointly-held property on our behalf.
- (3) BOWE shall retain title to tools which are made available to the Supplier. The Supplier must use the tools made available to it by BOWE exclusively for the purpose of manufacturing the goods ordered by BOWE and shall insure such tools at its own cost to cover their replacement as new in the event of damage by fire or water, or in the event of theft. The Supplier must undertake the requisite inspection, maintenance, and repair work on the tools at its own cost and in good time. The Supplier must notify BOWE immediately of any incidents.

IX. BOWE Code of Conduct / Data privacy

- (1) The Supplier is aware that BOWE operates and undertakes its business in compliance with its Code of Conduct, which stipulates general principles concerning, in particular, integrity, human rights, safety, and the environment (refer to <https://bowe.com/de/> Code of Conduct). The Supplier undertakes to comply strictly with these principles in its business relationship with BOWE.
- (2) BOWE takes the protection of personal data extremely seriously. For this reason, BOWE processes personal data in compliance with the applicable legal provisions on the protection of personal data and data privacy. In the context of its collaboration with suppliers, BOWE processes the personal data of those persons working for its suppliers with whom it is in contact and also of prospective customers and sales partners. Data categories, the purpose of processing, and the legal basis are all detailed in BOWE's Privacy Policy (website: <https://bowe.com/de/> Privacy Policy).

X. Information and cyber security

- (1) The Supplier must take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity, and availability of its operations and deliveries. These measures should be in accordance with industry custom and practice and constitute an appropriate business continuity and management system for information security in compliance with customary industry standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
- (2) To the extent that BOWE is actually, will probably, or could be affected, the Supplier must inform BOWE without delay about all safety-related incidents that occur or are suspected and that affect the operations of the Supplier or its deliveries.

XI. Place of performance / Legal venue / Applicable law / Severability

- (1) The place of performance shall in all cases be the agreed place of delivery or performance of the ordered goods, work, or services (place of receipt).
- (2) The exclusive legal venue for Suppliers who are registered traders is Augsburg.
- (3) The law of the Federal Republic of Germany shall apply solely to the exclusion of conflict of laws rules. The application of the Hague Uniform Laws on the International Sale of Goods, the UN Uniform Law on the International Sale of Goods or other international conventions is excluded.
- (4) If any of the provisions of these Terms of Purchase are or become invalid, the contracts made (including on delivery call-offs and purchase orders) shall remain effective subject to the remaining provisions of these Terms of Purchase.