

Terms & Conditions of Purchase

1. Introduction, scope

1.1 These Terms & Conditions of Purchase apply to all orders placed by ECKOLD technics GmbH & Co. KG and ECKOLD GmbH & Co. KG (hereinafter referred to as "Client").

1.2 By accepting an order, the Contractor accepts these Terms and Conditions of Purchase for the delivery of goods and the performance of services of any type for the duration of the business relationship. Terms and conditions of the Contractor that deviate from or supplement these Terms & Conditions of Purchase of the Client shall not apply, unless they have been explicitly accepted in writing by the Client. The tacit acceptance of deliveries and services of the Contractor or payment by the Client, shall not constitute acceptance of conflicting, deviating or supplementary terms and conditions of the Contractor.

1.3 These Terms & Conditions of Purchase only apply to business relationships with corporate entities as defined in article 14 paragraph 1 German Civil Code (BGB).

1.4 Where these Terms & Conditions of Purchase make reference to legal provisions, these are only referred to for the purpose of clarification. As regards clauses of these Terms & Conditions of Purchase that do not include a reference to legal provisions, these provisions apply, unless there are specific amendments or exclusions included in these Terms & Conditions of Purchase.

2. Pricing

2.1 The agreed prices are binding and subject to VAT at the applicable rate.

2.2 Unless specifically agreed otherwise, the prices are DPP to the specified delivery address according to INCOTERMS 2020. If no delivery address has been specified and if there are no other arrangements in place, the delivery address is the address of the registered office of the Client.

3. Unauthorised advertising, confidentiality

3.1 The Contractor shall treat the conclusion of the contract as confidential. Making reference to the business relationship with the Client in publications of any type, such as advertising material and reference lists, shall only be permitted with the prior written consent of the Client.

3.2 The Contractor undertakes to keep all trade secrets obtained within the scope of the contractual relationship confidential and not to disclose them to third parties. All information about the operations of the Client and the end customer/operator as well as all commercial and technical details obtained within the framework of the contractual relationship with the Client and that are not in the public domain are deemed to be trade secrets, unless they are made public by the Client or the end customer. The Contractor shall put measures

in place that oblige its subcontractors and employees to maintain confidentiality. The above obligations shall continue beyond the term of the contract.

4. Offers, orders, contract documents

4.1 All orders must be made in writing. Orders placed over the phone shall only be valid if they are confirmed in writing by the Client. Orders made by fax, email or another data transmission system are deemed made in writing. Orders shall be valid without signature.

4.2 An order must be confirmed by the Contractor within 5 working days. Where the order includes an offer to conclude a contract, the Client shall be entitled to withdraw the order if the Client fails to confirm the order within 5 working days.

4.3 If there are any deviations from the order specifications, the Client must specifically made reference to these in the order confirmation. Such deviations are only deemed accepted when confirmed in writing by the Client.

4.4 The Client shall not reimburse the Contractor for costs in connection with site visits, or the preparation of offers, projects, drafts or samples.

4.5 The Contractor must examine the tender documents, order specifications, drawings, process requirements and other documents for correctness, completeness and consistency. In addition, it must ensure compliance with the relevant legal regulations and the objectives/intentions of the Client. If errors, contradictions or ambiguities are found in the documents, the Contractor must notify the Client in writing without delay. Subsequent claims for additional remuneration on the part of the Contractor due to ignorance of the local or technical conditions, or due to errors, ambiguities or contradictions in the aforementioned documents shall therefore be rejected.

5. Responsibility for technical specifications and certification of the Contractor

5.1 The Client's acceptance of drawings, calculations and other documents shall not affect the Contractor's sole responsibility with regard to the object of performance. This also applies to suggestions, recommendations and other input on the part of the Client.

5.2 Unless agreed otherwise, the Contractor must be certified according to DIN EN ISO 14001 and ISO 9001:2015. If one of these certificates is not in place or if the certification expires before the date specified in clause 7.2, the Contractor must inform the Client without delay of this fact.

6. Deliveries, delivery terms, contractual penalties

6.1 The agreed delivery terms are binding and form an integral part of the contract. The timeliness of deliveries without assembly or installation is determined with regard to the actual receipt of the goods, including the relevant documentation, at the delivery address specified by the Client. The timeliness of deliveries that include assembly or installation, and of services under a contract for work and services, is determined with regard to the readiness for acceptance of the Contractor's overall performance, including the relevant documentation.

6.2 Upon delivery, the goods become the property of the Client. The Contractor warrants that there are no third-party rights (e.g. retention of title, lien) in the goods, and shall indemnify the Client against any third-party claims.

6.3 Notwithstanding the Client's statutory rights, the Contractor shall be obliged to notify the Client immediately in writing if circumstances arise or become apparent to the Contractor, which are likely to make timely delivery/performance impossible. In a such case, the Contractor must take all necessary measures to ensure that the agreed contractual delivery terms are met, or that the delay is minimised. In all cases, the Contractor shall inform the Client of the measures taken in this regard. Notification of an expected delay in delivery shall in no case change the agreed delivery date.

6.4 A claim by the Contractor that the delay is due to a failure of the Client to submit the necessary documents shall only be considered valid if the Contractor has reminded the Client in writing to submit these documents and has not received them within a reasonable period of time.

6.5 In the event of a delay in delivery/performance by the Contractor, the Client shall be entitled to demand a contractual penalty of 0.3% of the net order value of the late delivery/service per working day of delay, limited to 5% of the net order value of late delivery/service. The net order value is the net price agreed between the parties prior to the fulfilment of the order. The Client reserves the right to assert further statutory claims. In the event of such claims, any forfeited contractual penalties shall be offset against the asserted damages. The Client shall not need to reserve the right to assert the contractual penalty at the time of transfer of risk, but shall be entitled to make the claim at any time up to the due date for payment of the order on which the late delivery/service is based.

6.6 Multiple or partial deliveries/services shall only be accepted upon prior written consent of the Client.

6.7 Early deliveries are only permitted with the prior written consent of the Client. If a delivery is made earlier than agreed, the Client reserves the right to return the goods at the cost and risk of the Contractor. If no such return is made following an early delivery, the goods are stored by the Client and at the cost and risk of the Contractor until the agreed date of delivery. Payment is made within the agreed period from the date of the agreed delivery date.

7. Packaging, transfer of risk

7.1 Packaging must be suitable to protect the goods against damage. The Contractor shall pack, ship and insure the goods as is necessary to protect them at its own expense. All packaging material must be environmentally friendly. The statutory packaging and shipping instructions as well as any specific instructions by the Client must be adhered to. At the Client's request, the Contractor is obliged to take back the packaging material.

7.2. In the case of deliveries without assembly and/or commissioning, the risk shall pass to the Client when the goods are handed over to the Client at the delivery address specified in the order. In the case of deliveries with assembly and/or commissioning, the risk shall pass to the Client upon successful commissioning. In the case of deliveries or services that are subject to an agreed acceptance procedure, and for contracts for work and services, the risk shall pass to the Client upon acceptance.

8. Export licences

The Contractor is obliged to inform the Client without delay and in writing whether and to what extent official export licences are required for all or for part of the order, or whether similar legal or administrative requirements are to be met or whether the goods are subject to US export restrictions.

9. Incoming goods inspection

Upon receipt, the Client shall inspect the goods without delay for obvious and visible defects, including deviations in quantity, identity and transport damage. In the event of a defect, the Contractor shall bear the costs of examination and replacement delivery. The notification period for any type of damage is three working days from the date of discovery. Such notification is deemed timely if sent by the Client within the above period.

10. Performance of deliveries/services, changes to deliveries/services

10.1 The Contractor warrants that all deliveries/services are performed to the highest professional standard and in accordance with the agreed specification. The Contractor further warrants that the goods/services meet the latest technical standards at the time of delivery/acceptance, and comply with the applicable legal provisions at the place of use, including the provisions of the German Foreign Trade and Payments Act, and the relevant the regulations and guidelines of authorities, employers' liability insurance associations and trade associations, in particular the safety regulations. Upon delivery/acceptance, all products must have been approved by the respective testing

bodies for the intended use. The Contractor is obliged to hand over the valid safety data sheets together with the delivery. If the safety data sheets are submitted late or if they contain errors, the Contractor shall indemnify the Client against all recourse claims by third parties.

10.2 If the Contractor has reservations regarding the execution requested by the Client, it must notify the Client of these reservations without delay and in writing.

10.3 The Contractor undertakes to use environmentally friendly products and processes for its deliveries/services and also for supplies or ancillary services of third parties within the scope of the economic and technical possibilities. The Contractor shall be liable for the environmental compatibility of the delivery items and for all consequential damage caused by a breach of its statutory disposal obligations.

10.4 The Contractor warrants that the products to be delivered are new and unused and that all materials and components incorporated into the products/services to be delivered are also new and unused.

10.5 In the event of a change to the production process, materials, purchased parts, and other actions that may affect the quality, properties, functionality, reliability or safety of the product, the Contractor must notify the Client prior to delivery and obtain the Client's consent.

10.6 The Client may request changes to the delivery item/service even after conclusion of the contract, provided this is not unreasonable to the Contractor. If the Contractor considers the desired changes unreasonable and/or wishes to claim additional remuneration and/or an extension of the delivery terms, it must inform the Client of this in writing within two weeks of receipt of the change request. After expiry of this period, the change request is deemed accepted and shall be implemented by the Contractor without additional remuneration or extension of the delivery terms.

11. Warranty claims, limitation period

11.1 The Client reserves the right to choose the type of subsequent fulfilment, even in the case of a contract for work and services. Article 439 BGB applies accordingly.

11.2 The place of fulfilment for subsequent fulfilment is the place where the product is located in accordance with its intended use.

11.3 The Contractor shall bear all costs incurred in connection with the determination and elimination of defects, even if they incur at the Client's premises. These costs include in particular costs and expenses for inspection, dismantling and installation, transport, travel, labour and material.

11.4 In the event of a replacement delivery, the Client shall not pay any remuneration or compensation for the use of the originally delivered defective goods.

11.5 In the case that the Contractor fails to remedy a defect within a reasonable period of time, and provided that the Contractor does not justifiably refuse subsequent fulfilment, the Client may remedy the defect itself and demand reimbursement of the incurred expenses. In a such case, the provisions of article 637 BGB for contracts for work and services shall apply accordingly

to procurement contracts.

In order to avert an acute risk of significant damage, the Client may remedy a defect itself, have it remedied or procure a replacement at the Contractor's expense even without having previously requested the Contractor to remedy the defect within a certain period of time if it is not possible to inform the Contractor of the defect, due to particular urgency.

11.6 Unless expressly agreed otherwise, and provided that the law does not prescribe a longer limitation period, the limitation period for claims for defects shall be three years. For building construction, including architectural and engineering services, and in the case of items that have been used in a building in accordance with their normal use and have caused the building to be defective, the limitation period for claims for defects shall be five years.

The limitation period begins with the handing over of the delivery item at the specified delivery address to the Client or the third party named by the Client. For delivery items that are to be installed at the delivery address, the limitation period begins with the completion of the installation. In the case of commissioning by the Contractor, the limitation period begins with successful commissioning. In the case of agreed trial operation, the limitation period begins with such operation without failure. If acceptance is required by law or contract, the limitation period begins at the time of successful acceptance. If the agreed assembly, commissioning, performance of the agreed trial operation or the contractually agreed acceptance is delayed through no fault of the Contractor, the limitation period shall commence no later than 6 months after delivery. In the case of a contract for work and services, the limitation period starts at the time of acceptance.

The limitation period shall be suspended if the Client notifies the Contractor of a defect. In such a case, suspension ends with the complete elimination of the defect or when the Contractor informs the Client of its refusal of subsequent fulfilment. The limitation period shall end not earlier than three months following the end of the suspension period.

11.7 If the Contractor delivers a replacement product as part of its subsequent fulfilment, the limitation period for this replacement product shall commence anew. If the Contractor undertakes extensive remedial work as part of subsequent fulfilment, the limitation period relating to the respective defect and its cause shall commence anew. The above provisions shall not apply if the Contractor has expressly reserved the right to carry out the repair or replacement purely as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship.

11.8 By acknowledging the receipt of a delivery or by approving submitted drawings, the Client does not waive its right to claim for defects or other entitlements.

12. Spare parts

12.1 The Contractor is obliged to supply spare parts for the period of normal technical use of the delivery item, and at least for a period of ten years from the delivery. In the case of a contract for work and services, this ten-year period starts upon acceptance of the service on reasonable terms.

12.2 If the Contractor ceases delivery of spare parts after expiry of the aforementioned period, or ceases delivery of the item during that period, the Client shall be given the opportunity to place a final order. The Contractor shall notify the Client at least six months prior to the cessation of availability of the delivered item or the spare parts.

13. Execution documents, tools, materials

13.1 Tools, models, moulds and samples, production equipment, profiles, measuring and testing equipment, materials, drawings, works standard sheets, print templates, calculations, standards, guidelines, analysis methods, formulations and other objects and documents provided by the Client to the Contractor for the production of the delivery item/performance of the service remain the property of the Client. They may only be used to fulfil the order placed by the Client, and must not be made accessible to third parties. Furthermore, they must be stored by the Contractor with the care of a prudent businessman and free of charge as well as separately from other items in its possession. They must be labelled as the property of the Client and kept absolutely secret. The Contractor is obliged to insure these objects and documents against damage or loss at replacement value, and at its own expense. Items manufactured according to the Client's documents must not be made accessible to third parties by the Contractor, nor may they be transferred or sold.

The Contractor shall be liable for damage to or loss of the objects and documents provided to him, even if it is not directly responsible for such loss or damage.

13.2 If material provided by the Client is not processed in accordance with the contract or is damaged, the Contractor shall be obliged to obtain a replacement delivery of the material provided at its expense.

13.3 Documents of the Client as listed in clause 13.1, including all copies and duplicates, must be returned to the Client immediately after all queries have been dealt with or the order has been processed. In the event of an important reason, such as temporary inability to fulfil the order on the part of the Contractor, the documents must be returned without delay upon request by the Client.

13.4 Tools, models, moulds and samples and other equipment that have been charged to the Client shall become the Client's property upon payment. They shall be used exclusively for the purposes of the Client, stored by the Contractor for the Client free of charge, marked as the property of the Client, protected against damage of any kind and adequately insured at replacement value.

After fulfilment of the order and proper termination of the contract, the Contractor is be obliged to return these items in proper condition without delay to the Client. If there is an important reason, such as temporary inability to fulfil the order on the part of the Contractor, the items must be returned without delay upon request by the Client.

14. Liability, product liability, indemnification, insurance

14.1 The Contractor's liability for damages arising from pre-contractual, contractual or non-contractual breach of duty, including in the case of a defective delivery/service, shall be governed by law. Limitations of liability on the part of the Contractor shall not apply.

14.2 If a claim is made against the Client on the basis of domestic or foreign product liability regulations due to the defectiveness of a product where he defect is attributable to a delivery/service by the Contractor, the Client shall be entitled to demand compensation from the Contractor damages incurred by the claim to the extent that it is caused by the delivery/service of the Contractor. In the case of fault-based liability, this only applies if the Contractor is at fault. In such a case, the Contractor must prove that it is not at fault provided that the cause of the damage lies within its area of responsibility.

14.3 Upon an initial request, the Contractor shall indemnify the Client within the scope of its product responsibility within the meaning of clause 14.2 against claims for damages by third parties, and shall cover all costs and expenses, including the costs of any legal action. This applies to both direct claims against the Client and recourse claims of third parties who have satisfied the claim for compensation of the injured party.

14.4 Prior to a product recall action resulting wholly or partly from a fault or defect in the product supplied by the Contractor, the Client shall notify the Contractor and give it the opportunity to co-operate and discuss efficient execution of the recall, unless notification or involvement of the Contractor is not possible due to a particular urgency, or would be unreasonable to the Client. If a recall action is the result of a defect in the product supplied by the Contractor, the Contractor shall bear the costs of the recall action.

14.5 Further statutory claims of the Client remain unaffected.

14.6 The Contractor must take out product liability insurance with an appropriate lump sum cover of at least 2 million Euro per personal injury/property damage claim. This insurance must cover all risks arising from product liability, including the risk of recall. Upon request, the Contractor shall provide proof of insurance. The Client shall be entitled to seek additional compensation for damages.

15. Property rights

15.1 The Contractor warrants that the delivery item/service is not subject to third-party rights (in particular

patents, licences, design patents, utility model or other industrial property rights) in Germany or in the country of destination if this has been disclosed to Contractor.

15.2 The Contractor must inform the Client prior to the conclusion of the contract whether industrial property rights exist or are pending in respect the delivery item.

15.3 The Contractor shall indemnify the Client against all claims of third parties who assert an infringement of property rights within the meaning of clause 15.1, and shall compensate the Client for any damage incurred.

15.4 The parties undertake to notify each other in writing and without delay, should they become aware of any claims by third parties as regards infringement of intellectual property rights.

15.5 If the contractual use of the delivery item/service is impaired by third-party property rights within the meaning of clause 15.1, the Contractor shall, without prejudice to its other contractual and statutory obligations, be obliged, at its own expense and after consultation with the Client, either to obtain the right from the party authorised to dispose of the property right in the delivery item/service, so that the Client can use the delivery item/service without restriction or additional costs to the Client. Alternatively, the Contractor must modify the parts of the affected delivery item/service subject to third-party property rights in such a way that they fall outside the scope of protection, but nevertheless comply with the contractual provisions.

16. Invoicing, payment, assignment, offsetting, retention in title

16.1 Details pertaining the order (order no., ID no., etc.) provided by the Client must be repeated in all correspondence.

16.2 Invoices must be submitted in duplicate after delivery, stating the order number and taking into account the latest accounting regulations in accordance with the current tax laws. In the case of contracts for work and services, invoices must be submitted after acceptance. Unless agreed otherwise, invoices shall be paid within 14 days from the date of receipt of the invoice at 3% discount, or within 30 days from the date of receipt of the invoice at 2% discount or within 60 days from the date of receipt of the invoice without deduction.

16.3 Insofar as the Contractor is obliged to supply documentation, operating instructions or material test certificates, the payment period for invoices shall not commence prior to receipt of this documentation or certificates.

16.4 The Client is entitled to offset counterclaims or assert rights of retention. With regard to the retained amount, the payment and discount period shall commence after the defects have been fully remedied.

16.5 The assignment of claims of the Contractor arising from contracts concluded with the Client to third parties requires the prior written consent of the Client.

16.6 The Contractor shall only be entitled to set-off

rights if its counterclaims have been legally established or are undisputed or recognised by the Client or are in a close reciprocal relationship to the Client's claim. The Contractor shall not be entitled to set off payments against counterclaims, unless these claims are undisputed or recognised by declaratory judgement.

16.7 Payment of an invoice shall not mean that the delivery/service has been accepted as compliant with the contract terms.

17. Reach Regulation

17.1 The Contractor expressly undertakes to supply the Client only with products that fulfil all requirements of Regulation (EC) 1907/2006 - Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") and Regulation (EC) 1272/2008 ("CLP Regulation"). This includes in particular, but not exclusively, the registration and information obligations under REACH as well as the obligation to classify, label and package in accordance with the CLP Regulation. In this context, the Contractor shall provide the Client on request with safety data sheets of substances and mixtures in order to enable it to determine the suitability of the materials. The Contractor shall send the Client safety data sheets in good time prior to its first delivery and again as soon as relevant changes become necessary.

17.2 Compliance with the registration obligation and the submission of up-to-date, complete safety data sheets that comply with the applicable REACH requirements in combination with the provisions of the CLP Regulation are regarded by the Client as essential for all deliveries/services. If the Contractor failed to submit the safety data sheets to the Client on time or if the safety data sheets are incomplete or incorrect, the Contractor shall indemnify the Client against all recourse claims by third parties. This applies also to subsequent changes to the safety data sheets. In the case of delivery of products that fall within the scope of REACH, the Contractor undertakes to supply the Client only with products whose content of substances of very high concern on the Candidate List of the European Chemicals Agency does not exceed 0.1% (m/m). The Contractor further undertakes to inform the Client as soon as it becomes aware that the material (substance, mixture or product) supplied by it contains a substance on the Candidate List – even below the content limit of 0.1% (m/m).

18. Compliance, duty of care along supply chain

18.1 The Contractor is prohibited from making use of child labour or forced labour, either directly or indirectly. It shall take suitable measures to prevent any form of discrimination against certain groups in society within its company and with regard to the selection of subcontractors and/or suppliers. The Contractor is further obliged to provide a safe working environment for its staff, to minimise the impact of its activities on the environment and to refrain from any corrupt acts.

18.2 The Contractor shall at all times fulfil the legal requirements applicable in Germany regarding the human rights and environmental due diligence obligations of corporations and shall provide the Client with all necessary information in due course. Upon request, the Contractor shall permit inspections. The Contractor shall tolerate measures taken by the Client to fulfil the statutory or contractually agreed requirements applicable in Germany regarding the human rights and environmental due diligence obligations of corporations – unless this is unreasonable to the Contractor – and shall support the Client in doing so.

19. Place of jurisdiction, place of fulfilment, choice of law, language of contract

19.1 Unless otherwise agreed, the place of fulfilment for deliveries and services of the Contractor is the agreed delivery address. The place of fulfilment for all other obligations of the two parties is the registered office of the Client. Clause 11.2 remains unaffected by the above provision.

19.2 If the Contractor is a registered trader, a legal entity under public law or a special fund under public law, the place of jurisdiction shall be the registered office of the Client. However, the Contractor may also be sued at its general place of jurisdiction.

19.3 The language of the contract is German. If the contracting parties agree to use another language, the German version shall remain binding in all cases. If written communication or written form is required in these Terms & Conditions of Purchase, text form shall suffice to fulfil this requirement.

19.4 The contract is governed by German Law. The United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention) of 11/04/1980 is not applicable.

20. Severability

The decision or declaration that one or more of the clauses of these Terms & Conditions of Purchase are null and void shall have no effect on the remaining clauses, Invalid provisions shall be replaced by the relevant statutory provisions.