

**General Terms and Conditions of Purchase
of the
A. & E. Keller GmbH & Co. KG, as of November 2021**

**§ 1
General - Scope**

1. For all our - also future - orders and contracts are the following terms and conditions of purchase ("GTC") decisive exclusively. By submitting an offer, by confirming an order, by accepting or executing an order, the supplier submits to these GTC, provided that we have made them known to him in connection with a tender, an inquiry, an order or at the beginning of an ongoing business relationship.

General terms and conditions of the supplier and conditions deviating from our order letters or these GTC shall only apply if and to the extent that we have expressly acknowledged them in writing. This shall also apply if the Supplier refers to its General Terms and Conditions in the offer or in the order confirmation. Any change to the terms and conditions requires written confirmation by us in order to be effective. Conflicting terms and conditions of business are hereby expressly rejected. They will not be recognized even if we do not expressly object to them again after receipt by us. The acceptance of deliveries and services or their payment does not imply acceptance of the supplier's terms and conditions.

2. All other agreements made between us and the supplier for the purpose of executing a contract must be made in writing.
3. Our terms and conditions also apply to all future transactions with the supplier.
4. The supplier acknowledges both our respectively valid quality assurance agreement and our confidentiality agreement, which can be viewed in the relevant version under www.aekeller.com.

**§ 2
Offer, offer documents**

1. Offers of the supplier are non-binding and free of charge for us.
2. Only orders placed by us in writing are legally binding. Verbal agreements are valid if they are confirmed by us in writing.
3. Orders (individual or blanket orders) must be confirmed by the supplier immediately in writing by signing. We reserve the right to withdraw the order if the confirmation is not received here within 14 days. Delivery schedules within the framework of agreed orders shall become binding at the latest if the supplier does not object within two working days of receipt.

4. In the offer, the supplier must comply with the request or the invitation to tender with regard to quantity, quality and design and, in the event of a deviation, expressly point this out in writing. This applies in particular to deviations in relation to the quantity offered. Otherwise, he forfeits a claim to additional remuneration. We may demand changes to the delivery item and/or the delivery dates, unless these would be unreasonable for the delivery item. The effects, in particular with regard to the additional and reduced costs as well as the delivery dates, must be regulated appropriately by mutual agreement.

5. The supplier is bound to the offer for three months. If there are differences with regard to the number, dimensions or weight of the delivered goods, the values determined by our incoming goods inspection shall be decisive. We reserve the right to acknowledge excess or short deliveries.

§ 3 **Prices - Terms of Payment - Invoicing**

1. The price stated in the order is binding and includes all ancillary costs. Unless otherwise agreed in writing, the price includes delivery "free domicile", i.e. free acceptance of goods by A. & E. Keller GmbH & Co. KG or expressly agreed other places of use, including packaging, insurance, etc. If agreed otherwise, the freight and packaging costs shall be borne by the supplier and shown separately in the invoices. Changes due to subsequent increases in costs, in particular material, energy and personnel costs, as well as taxes and others are excluded.

If the price is not fixed when the order is placed, it must be given to us at the latest when the order is placed. If we do not object within ten working days, this price shall be deemed to have been approved by us. If a price ex works or ex warehouse is agreed, we only assume the cheapest freight costs.

2. The statutory value added tax is not included in the price. The value added tax must be shown separately in the supplier's invoices.

3. We can only process invoices if they show the order numbers stated there - in accordance with the specifications in our order; the supplier is responsible for all consequences arising from non-compliance with this obligation. The invoice must be submitted separately immediately after delivery, taking into account the legal requirements with regard to the content of the invoice. Monthly invoices must also be submitted by the 5th of the month following the delivery at the latest.

4. Unless otherwise agreed in writing, we shall pay within 15 days less a 3% discount or after expiry of 30 days net, calculated from the day of delivery and receipt of the invoice. In the event of acceptance of early delivery, the due date shall be based on the agreed delivery date.

5. We are entitled to rights of set-off and retention to the extent permitted by law. The supplier may only offset against legally established, decision-ready or undisputed counterclaims. A right of retention or refusal of performance of the supplier also exists only within these limits.

6. The supplier may only assign his claim to third parties or have it deducted by third parties with our written consent. A partial assignment by the supplier is excluded.
7. If, after conclusion of the contract, it becomes apparent that our delivery claim is endangered by the supplier's inability to pay, we may refuse payment and set the supplier a reasonable period of time in which he must deliver step by step against payment or provide security. The supplier's inability to pay is presumed if his creditworthiness is rated "high risk" (rating level 7) or worse by Euler Hermes or if a credit insurer makes a not merely minor limit adjustment for the supplier. In the event of refusal by the supplier or unsuccessful expiry of the deadline, we are entitled to withdraw from the contract and claim damages.

§ 4

Delivery time - Execution

1. The delivery time specified in the order or in the delivery schedule is binding. The supplier shall be in default after expiry of the delivery period without the need for a reminder. Decisive for compliance with the delivery dates or delivery periods is the receipt of the goods at the shipping address/place of use designated by us.
2. The agreed delivery time must be strictly adhered to. In particular, the reservation of timely self-delivery is also excluded.
3. In the event of a delay in delivery, we are entitled to demand a contractual penalty of 0.3% of the net order value of the respective delivery per completed working day, but not more than 5%; further claims are reserved. We are entitled to reserve the contractual penalty until payment of the goods concerned. The liability for damages of the supplier also extends to any lump sums for damages and contractual penalties that we owe to our customer due to the delay in delivery, provided that these are not unusual, or we have informed the supplier of the lump sum for damages or contractual penalty agreed with the customer.

In the event of default on the part of the supplier, we may have the delivery not yet made carried out by a third party at the expense of the supplier after the expiry of a reasonable grace period set by us without result.

4. If the supplier is unable to meet a delivery date, he must inform us of this immediately after becoming aware of the impediment. In this case, we are entitled either to postpone the acceptance period or, if our interest in the delivery is significantly reduced, to withdraw from the contract in whole or in part and, if necessary, to claim damages. The supplier cannot derive any claims from this. In particular, the supplier is not entitled to withdraw from the contract or to increase prices at its own discretion in cases of violence and the like.

5. If we are required to provide initial samples, the supplier may only begin serial production after written good evidence of the sample and approval of the series.
6. In the event of urgent operational concerns of our company, e.g. as a result of sovereign act, fire, flooding, the discontinuation of a product, etc., we are entitled to withdraw from the contract without further costs against a distance payment of 5% of the agreed price of the goods not yet delivered.

§ 5 **Shipping - Transfer of Risk - Documents**

1. Unless otherwise agreed in writing, delivery must be made free to the shipping address/place of use specified by us on the order.
2. The risk shall not pass to us before receipt of the goods. The supplier is liable for all damages, stand fees, etc.
3. The supplier is obliged to enclose a delivery note with each consignment and to indicate our order number exactly on all shipping documents and delivery notes; if he fails to do so, he shall be responsible for the resulting delays.
4. Partial deliveries are only permitted on the basis of written agreements; otherwise, we may refuse acceptance. In any case, partial deliveries are not to be regarded as independent transactions and must be marked in writing.
5. Transport insurance is provided by us.
6. Proofs of origin requested by us shall be provided by the supplier with all necessary information and duly signed without delay. The supplier shall inform us immediately and unsolicited in writing if the information in the proofs of origin for the delivered goods no longer applies.

The same applies to VAT proofs for foreign and intra-Community deliveries.

7. The supplier shall inform us immediately if a delivery is subject in whole or in part to export restrictions under German or other law.

§ 6 **Quality, liability for defects, product liability**

1. The supplier guarantees that his services meet the agreed specifications and what must be assumed by the supplier if he is aware of the intended use, but at least meet the mandatory legal requirements and the state of the art. If deviations from specifications or regulations are necessary in individual cases, the supplier must obtain our written consent. If the supplier has doubts about the type of execution desired by us, he must inform us immediately in writing.
2. We check the goods immediately after receipt for externally recognizable transport and packaging damages as well as for the determination of compliance with the quantity and identity of the ordered contractual products

on the basis of the delivery documents (identification check). In the event of a complaint, the supplier shall bear the costs of the inspection and replacement delivery. In the case of any type of defect, the notice period is five working days from the date of discovery, whereby the dispatch of the notification within the period is sufficient. In this respect, the supplier waives the objection of late notification of defects. An incoming inspection carried out by us does not relieve the supplier.

In all cases in which an error rate has been agreed with the supplier and this is exceeded, we are entitled to return the entire shipment at the expense and risk of the supplier. If there is no separate agreement on an error rate, we are entitled to return if a component of the shipment is defective.

3. Claims shall become statute-barred after 36 months. This does not apply if the law provides for longer periods, in particular for defects in a building and in a product that has been used for a building in accordance with its usual use and has caused its defectiveness.

We are entitled to the statutory claims in the event of defects in full. We are entitled to demand supplementary performance from the supplier at our discretion in the form of rectification of defects or replacement delivery. The supplier shall bear the necessary expenses, in particular transport, travel, labour and material costs. If the supplier allows a reasonable period of time set for him to elapse without having repaired or delivered defect-free goods, we may remedy the defect ourselves at his own expense or have it remedied by a third party.

Within the scope of liability, the supplier is obliged to reimburse any expenses in accordance with §§ 683, 670 BGB and §§ 830, 840, 426 BGB that result from or in connection with a recall campaign carried out by us or our customers. We will inform the supplier about the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Other statutory claims remain unaffected.

4. We expressly reserve the right to compensation in accordance with the statutory provisions. In particular, the supplier must compensate us for any damages, including consequential damages, arising from the existence of a defect. We are entitled to remedy the defect ourselves at the expense of the supplier if there is a risk of delay or if there is otherwise a particular urgency.
5. In the event that claims are asserted against us by a customer or another third party due to product damage – regardless of the legal grounds – the supplier undertakes to indemnify us from such claims on first request to the extent that he is responsible for the defect.
6. The supplier is liable for ensuring that the goods, samples and trademarks delivered by him are free of third-party rights of all kinds and, in particular, that the delivery and use of the goods do not infringe any patents or other industrial property rights of third parties in the country of the agreed place of delivery, in the European Union, Switzerland, Turkey, Great Britain and - if notified to the

partner - in the intended countries of use be injured. He is also liable for ensuring that the delivered goods comply with all legal regulations and official requirements. The supplier shall indemnify us against all claims for damages by third parties in the event of a violation of private rights or public law regulations.

7. In its deliveries, the supplier shall comply with the applicable statutory provisions of the European Union and the Federal Republic of Germany. This applies e.g. – where relevant – to the REACH Regulation (Regulation EC No. 1907/2006), the Electrical and Electronic Equipment Act (ElektroG), the Electrical and Electronic Equipment Substances Regulation (ElektroStoffV) and the End-of-Life Vehicles Ordinance (End-of-Life Vehicles Ordinance) as German implementations of EU Directives 2011/65/EU (RoHS 2), 2012/19/EU (WEEE Directive) and EU Directive 2000/53/EC.

The supplier shall inform us immediately of any relevant changes to the goods caused by legal regulations, in particular by the REACH Regulation, their ability to deliver, possible use or quality and shall coordinate appropriate measures with us in individual cases. The same shall apply as soon as and to the extent that the supplier realises that such changes will occur.

8. The supplier undertakes to maintain appropriate product liability insurance in terms of scope and amount. The liability is thereby in no way limited.

§ 7

Retention of title – Provision

1. We shall immediately receive unrestricted access to the goods delivered by the supplier after their handover upon acceptance. The same applies to the documents supplied by the supplier and the drawings and descriptions created according to our specifications. Retention of title, in particular an extra and/or extended retention of title, shall only apply with our express written consent. By handing over, the supplier declares that he is fully entitled to dispose of it and that third-party rights do not exist.
2. If we provide parts to the supplier, we reserve the right of ownership. Processing or transformation by the supplier shall be carried out on our behalf. If our reserved goods are processed with other objects 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.
3. If the item provided by us is mixed inseparably with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier shall transfer proportionate co-ownership to us; the supplier shall keep the sole ownership or co-ownership for us.

4. Unless otherwise agreed, the production costs for samples and production equipment (tools, moulds, templates, etc.) shall be invoiced to us separately from the goods to be delivered. This also applies to production equipment that has to be replaced as a result of wear.

We reserve title to production equipment paid for by us. The supplier is obliged to use these means of production exclusively for the production of the goods ordered by us and to insure her at the new value at his own expense against fire, water and theft damage. He is obliged to carry out any necessary maintenance or inspection work at his own expense in good time. He must notify us immediately of any disturbances; if he culpably fails to do so, claims for damages shall remain unaffected.

5. The supplier undertakes to return the production equipment paid for by us at any time at our request. The supplier has no right of retention.

§ 8 Confidentiality

1. The supplier is obliged to keep secret all information, records, drawings, sketches, specifications, data, etc. received from us within the framework of the contractual relationship, not to make it accessible to third parties, in particular not to use us for our own competition purposes, unless we expressly give our consent in writing.

This obligation begins from the first receipt of the information, etc. and ends 36 months after the end of the business relationship. It does not apply to documents and knowledge that are in the public domain or that were already known to the supplier upon receipt without him being obliged to maintain secrecy, which are subsequently transmitted by a third party entitled to pass on, or which are developed by the supplier without exploitation of documents or knowledge of our company to be kept secret.

2. We reserve the intellectual property (copyright) to the drawings, specifications, documents, models, etc. provided. Copies may only be made to the extent that this is indispensable for the production of the goods ordered by us. The supplier undertakes to return the received documents at any time at our request and to destroy any copies made. The supplier has no right of retention.
3. The supplier has taken note that in the event of breaches of the confidentiality obligation, we are entitled to claim damages and we reserve the right to take criminal action. The provisions of the Act on the Protection of Trade Secrets (GeschGehG) remain unaffected.

§ 9 Activity in our company

Persons who work within our company in fulfilment of the supplier's obligations are subject to the provisions of our operating rules and our orders with regard

to the accident prevention, occupational safety, environmental and other regulations applicable to us. Hazardous substances may only be used within our company after consultation with our specialist personnel and must be properly labelled.

§ 10 **Final provisions**

1. Unless otherwise stated in our order or our order confirmation, the place of performance is the registered office of our company for all rights and obligations arising from this legal relationship, including for our payments. Claims for defects must be fulfilled where the delivered defective goods are located in each case.
2. Our place of business is the place of jurisdiction for all disputes arising from this legal relationship. We are also entitled to take legal action at the registered office of the supplier.
3. The law of the Federal Republic of Germany shall apply exclusively. The application of the Convention of the United Nations of 11.04.1980 on Contracts for the International Sale of Goods (CISG - "Vienna Sales Law") is excluded.
4. In the event of disputes, the German wording of these GTC shall be binding exclusively.
5. These GTC shall remain valid even if individual clauses prove to be invalid or impracticable. Instead of the invalid or unenforceable clause, a valid and enforceable clause has been agreed upon which the economic and legal purpose intended by the invalid or ineffective clause is achieved as far as possible. Accordingly, the same applies if there is a gap in need of supplementation during the execution of the contractual relationship. If the invalidity is based on a performance or time determination, it shall be replaced by the legally acceptable measure.
6. Any claims for damages for whatever legal reason can only be asserted against us in the event of intent, gross negligence on the part of our legal representatives or executive employees and culpable breach of essential contractual obligations, i.e. those obligations whose fulfilment makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely. In the event of culpable breach of essential contractual obligations, we shall only be liable for the contractually typical, reasonably foreseeable damage.

The limitation of liability does not apply in cases in which we are compulsorily liable for personal injury or property damage under the Product Liability Act and in the event of injury to life, body or health.

7. Insofar as the written form is provided for or required in these GTC, the text form (§ 126 b BGB) is sufficient to comply with the written form requirement.