

KOEPPER General purchasing terms and conditions

I. SCOPE

1. These KOEPPER General Terms and Conditions of Purchase (hereinafter also referred to as "Purchase conditions") apply to all orders placed with suppliers and subcontractors (hereinafter referred to as "Supplier"). These terms and conditions of purchase apply in particular to the purchase of movable goods, regardless of whether the supplier manufactures them itself or purchases them from subcontractors or subcontractors (hereinafter also referred to as "delivery"), as well as to the purchase of services (hereinafter also referred to as "performance"). Deliveries and/or services are hereinafter also referred to as the "subject matter of the contract".

The purchase of contractual objects and the preparation of offers from suppliers are carried out exclusively on the basis of these terms and conditions of purchase. These are an integral part of all contracts that KOEPPER concludes with suppliers for the contract items offered. With the first delivery under these conditions, the supplier acknowledges them as exclusively legally binding for all further delivery relationships.

2. Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and to the extent that KOEPPER has expressly agreed to their validity in writing. These do not oblige KOEPPER without acknowledgment, even if KOEPPER does not expressly object to this. The same applies if KOEPPER accepts all or part of the ordered goods or makes payments.

3. These Purchase conditions, in their current version, shall also apply as a framework agreement to future contracts with the Supplier, without KOEPPER having to refer to them again; in this case, KOEPPER will inform the Supplier of any changes to the Purchase conditions.

4. In addition, the Incoterms in their currently valid version shall apply insofar as they do not conflict with the terms and conditions of purchase or the other agreements made between KOEPPER and the supplier.

5. Rights to which KOEPPER is entitled under the statutory provisions beyond the terms and conditions of purchase remain unaffected.

7. The Terms and Conditions of Purchase apply to all purchases made by KOEPPER Zahnrad- und Getriebetechnik GmbH, KOEPPER Gear GmbH, KOEPPER Engineering GmbH, KOEPPER (Changzhou) Transmission Technology Co. Ltd. and KOEPPER Holding GmbH (hereinafter referred to as "KOEPPER").

II. CONFIDENTIALITY

1. The supplier undertakes to keep all confidential information obtained secret, not to make it accessible to third parties and to protect it from access by third parties. In addition, the supplier undertakes to use all confidential information obtained exclusively for the project and in particular not to use the confidential information for its own purposes or to exploit it for its own purposes under copyright law.

2. The supplier may only make confidential information from KOEPPER accessible to third parties (e.g. subcontractors/subcontractors) with the prior written consent of KOEPPER, provided that the third parties in question have committed themselves in accordance with this agreement before receiving the confidential information.

3. The supplier must ensure that the supplier's information security level corresponds to the VDA "Information Security Assessment" (ISA) standard (www.vda.de) - in the respectively released and published version. If a business collaboration is actually carried out, the supplier must, upon KOEPPER's request, submit a positive TISAX test result corresponding to the information classification (TISAX-Trusted Information Security Assessment Exchange, www.enx.com). The parties also agree that KOEPPER is entitled to satisfy itself about the scope and condition of the information security measures taken by the supplier in a manner that does justice to the interests of both parties.

4. Further details of the non-disclosure agreements can be found in the "KOEPPER non-disclosure agreement", which shall be the subject of the agreements with the supplier.

III. PURCHASE ORDERS

1. The Supplier is obliged to supply KOEPPER with the Contractual Products in accordance with KOEPPER's requirements. The Contractual Products will be supplied on the basis of individual purchase orders or framework purchase orders (in the form of "quantity contracts" or "delivery schedules") (jointly also "Purchase Orders") by KOEPPER. Purchase Orders shall be in writing to be valid (e.g. EDI, email or on the supplier portal).

2. Purchase Orders are binding for the Supplier. The Supplier shall confirm each Purchase Order without amendment within the period of time referred to in the Purchase Order, otherwise within five (5) working days (Monday to Friday, with the exception of statutory public holidays at the Supplier's registered office) of receipt of the Purchase Order. The date on which KOEPPER receives the order confirmation during usual business hours is decisive in this respect.

3. If the Supplier is unable to confirm a Purchase Order due to mandatory objective grounds or is unable to confirm it in full, the Supplier shall inform KOEPPER without undue delay and provide a conclusive explanation of the grounds and specify the degree to which the Purchase Order can be fulfilled. KOEPPER will then decide whether to uphold or cancel the Purchase Order; this provision does not constitute a waiver of KOEPPER's rights.

4. If contrary to Sec. III.2 the Supplier confirms a Purchase Order of KOEPPER with changes, such changes are only binding on KOEPPER if they are expressly confirmed in writing by KOEPPER, e.g. in the context of a Purchase Order amendment or where a new Purchase Order including the Supplier's changes is issued.

5. If KOEPPER does not receive confirmation of the Purchase Order within the period mentioned in Sec. III.2 or a notification pursuant to Sec. III.3, the Purchase Order shall be deemed confirmed.

6. Framework purchase orders in the form of quantity contracts or delivery schedules merely serve as information for the Supplier and shall only be binding for KOEPPER in accordance with subsequently issued individual Purchase Orders (for quantity contracts) or delivery schedule call-offs (for delivery schedules). The Supplier shall only be entitled to request the purchase of a certain quantity of the Contractual Products or production material (cf. Sec. III.6.1) for the release periods expressly determined by KOEPPER.

6.1 Unless otherwise specified by KOEPPER, a quantity contract or delivery schedule defines and releases the immediate procurement by the Supplier of those (raw) materials, semi-finished goods and components ("Production Material") which are mandatory to fulfil the quantity contract or delivery schedule.

6.2 If KOEPPER does not or only partially call off the quantity indicated in the quantity contract or the delivery schedule, KOEPPER will reimburse the Supplier the costs of procuring the Production Material if and to the extent that procurement of the Production Material cannot be cancelled and cannot be used otherwise either. The title in the Production Material for which KOEPPER paid reimbursement transfers to KOEPPER on reimbursement; such Production Material shall be handed over to KOEPPER. Any further claims of the Supplier are excluded.

7. The Supplier shall verify the Purchase Orders and any related documents, demands, requirements, etc. from KOEPPER in its own responsibility and shall notify KOEPPER without undue delay of any inaccuracies, lack of clarity, incompleteness, contradictions, or departures from the latest state-of-the-art technology and any other reservations it may have.

IV. AFFILIATED COMPANIES' ORDERING AUTHORISATION

1. Companies affiliated with KOEPPER ("KOEPPER Group Companies") each have the right (in the meaning of a genuine agreement in favour of a third party), to order the Contractual Products from the Supplier and/or the companies affiliated with the Supplier ("Supplier Group Companies") under the terms and conditions of this Agreement.

2. If an KOEPPER Group Company places a Purchase Order, an independent contractual relationship is established between the KOEPPER Group Company and the Supplier or the Supplier Group Company, as the case may be. In this case a reference in this Agreement to KOEPPER or the Supplier is deemed to be a reference to the KOEPPER Group Company placing the Purchase Order or the Supplier Group Company that has to fulfil the Purchase Order, as the case may be. KOEPPER is not jointly and severally liable for Purchase Orders issued by KOEPPER Group Companies.

3. KOEPPER may exclude individual KOEPPER Group Companies at its discretion; this will not affect any Purchase Orders already placed by such KOEPPER Group Company.

4. If it is necessary to agree on a separate Local Adoption Agreement in order to procure the Contractual Products to KOEPPER Group Companies or if such a Local Adoption Agreement is deemed necessary by KOEPPER, the relevant parties will conclude a Local Adoption Agreement. The Supplier will ensure that the Supplier Group Companies conclude the Local Adoption Agreement in accordance with the template provided by KOEPPER.

V. PRODUCT SPECIFICATIONS

1. The quality of the Contractual Products is defined by the latest revision version of specifications, drawings and other documents provided by KOEPPER to the Supplier ("Specifications"). The Supplier assures compliance with the Specifications. The Supplier also assures compliance with any further requirements and guidelines referenced in the Specifications.

2. If the Supplier obtains the Production Material from manufacturers or sub-suppliers, the Supplier is free to choose such manufacturers and sub-suppliers provided a particular manufacturer or sub-supplier is not designated in the technical documentation. The Supplier may propose alternative sources of supply to KOEPPER. KOEPPER may demand that supplies are purchased from certain manufacturers and sub-suppliers. In this case the Supplier agrees to purchase the material from the designated manufacturers and sub-suppliers.

VI. PRODUCTION/DELIVERY CAPACITY

1. The Supplier is able to and is obliged to adapt its production capacities, storage capacities and supply capacities to KOEPPER's demand. The Supplier assures in particular that it can meet the quantities determined by KOEPPER in the quantity contracts and delivery schedules and confirmed by the Supplier, in each case plus up to 30 % as a capacity reserve to cover peaks in demand, whereby the annual capacities for production, storage and supply must equal at least the volume of the preceding year plus up to 30 % capacity reserve. The Supplier must be able to cover peaks in demand on short notice, without additional costs or process modifications and for several weeks at a time. Unless determined otherwise, the monthly capacity for production, storage and supply equals 1/12 of the respective volume of the preceding year plus 30%.

2. For the purpose of clarity, the Parties agree that the Supplier's capacities for production, storage and supply pursuant to Sec. VI.1 do not constitute a promise by KOEPPER regarding an anticipated or binding scope of Purchase Orders.

3. The Supplier is obliged to inform KOEPPER without undue delay as soon as there are any indications that the aforementioned capacities for production, storage and supply will not be reached or if there are other grounds which could jeopardize the supply to KOEPPER.

VII. SUSPENSION, CANCELLATION OF PURCHASE ORDERS

1. KOEPPER may change or cancel Purchase Orders until the receipt of the relevant order confirmation from the Supplier

2. KOEPPER may at any time suspend a confirmed Purchase Order. On request by KOEPPER the Supplier will cease execution of a confirmed Purchase Order without undue delay and store the Contractual Products in accordance with instructions from KOEPPER for a maximum period of six (6) months at its own cost and risk.

3. KOEPPER may cancel confirmed Purchase Orders completely or partially for good cause (e.g. if KOEPPER's customers cancel the corresponding purchase order). Sec. 2.6.2 shall apply accordingly with regards to the costs of the Supplier for procuring the Production Material. Any further claims of the Supplier are excluded.

VIII. DELIVERY DETAILS, TRANSFER OF RISK AND TITLE, MANUFACTURER'S CLAUSE

1. Purchase Orders from KOEPPER will be processed by EDI, email or on KOEPPER's supplier portal.

2. Unless otherwise agreed, DAP (Incoterms as amended from time to time) shall apply to all deliveries. The place of performance for all deliveries is the destination specified by KOEPPER in the Purchase Order. If such a destination is not explicitly specified in the Purchase Order, the place of performance is KOEPPER's registered office. Unless otherwise agreed, deliveries may only be made during business hours at the respective place of performance.

3. The Supplier is generally capable of executing deliveries by Kanban, Vendor Managed Inventory (VMI), consignment warehouse or supermarket supply process. The details will be set out in a separate agreement.

4. Deliveries shall be packaged carefully by the Supplier to prevent the deliveries from being damaged. At KOEPFER's request, the Supplier will take back packaging material at its own expense. This does not apply to swing packaging which KOEPFER will return to the Supplier at its own cost.

5. All order confirmations, delivery notes and invoices must include at least the purchase order number, the order date, the item description, the quantity delivered, time of delivery and the delivery address. Delivery notes must also indicate the piece list index resp. drawing index. If processing is delayed due to missing information, the payment deadlines pursuant to Sec. 8.3 will be extended by the duration of the delay.

6. KOEPFER may refuse early deliveries and/or partial deliveries. The Supplier bears the risk and expense of return transport.

7. Title in the Contractual Products transfers to KOEPFER in full, unconditionally and irrespective of payment of the purchase price on handover to KOEPFER or a third party specified by KOEPFER (not: transporter).

8. Where the Contractual Products are processed, mixed, combined or transformed by KOEPFER, KOEPFER will be deemed the manufacturer and will acquire title in the final product at the latest when such further processing takes place.

IX. DELIVERY TIME, DELAY, CONTRACTUAL PENALTY

1. Any delivery date(s) indicated in the Purchase Order are, in consideration of any agreed lead times, binding for the Supplier. If no delivery date(s) are indicated in the Purchase Order, delivery must be made without undue delay, taking into account any agreed lead times. The Supplier will inform KOEPFER without undue delay if the delivery date(s) may likely not be met. The Supplier will inform KOEPFER about the reason for the delay and its expected duration.

2. If there are doubts about the Supplier's ability or willingness to deliver or adhere to delivery dead-lines, KOEPFER may set a deadline for the Supplier to state and submit proof that it is able and willing to deliver or will adhere to delivery deadlines, together with a notification to the Supplier to rescind the relevant Purchase Order if the deadline expires without a statement and proof having been submitted.

3. If the Supplier is in default with a delivery, KOEPFER may charge a contractual penalty in the amount of 0.2% of the net value of the delayed delivery for each commenced working day of delay, however not more than 5% in total. The contractual penalty exists parallel to the right to performance and serves as the minimum amount of compensation. The contractual penalty may be demanded up until the final payment is due. KOEPFER reserves the right to assert further rights and claims, in particular for any additional loss. Any contractual penalty which has been paid will be deducted from a claim for damages which is based on the same cause of the damage.

X. PRICES, PAYMENT TERMS

1. The prices of the Contractual Products will be separately agreed between the Parties. Unless otherwise agreed, all prices are in EUR and plus statutory VAT, if any.

2. Unless otherwise agreed, the prices include all ancillary services (e.g. erection/mounting, assembly, installation, commissioning, set-up/adjustment, preparation of any supplementary offers) and all ancillary costs (e.g. packaging, transport, insuring the goods), taxes, levies and other charges. Travel time, waiting periods, travel costs and expenses will not be remunerated separately.

3. The payment deadline is 60 days net unless otherwise agreed. The payment deadline commences upon receipt of a lawful invoice, but not before delivery in full including all documentation and acceptance (if acceptance is required). The deadline is considered met if KOEPFER's transfer order is received by its bank in due time.

4. Payment by KOEPFER without reservation does not constitute an acknowledgement that the delivery is contractually compliant.

5. KOEPFER does not owe any maturity interests. Unless a lower rate has been agreed for default interest, default interest is five (5) percent per year. A default in payment shall be determined by statutory law, however, a reminder by the Supplier being necessary in any case, regardless of statutory law.

6. Unless otherwise agreed, the prices are fixed prices and apply for the duration of this Agreement.

7. During the business relationship it is likely that possibilities will arise to rationalize, inter alia, the production process, the materials, the material flow, quality and organization. Therefore, as a rule, once each calendar year the Parties will discuss potential areas to reduce costs. The Supplier undertakes to illustrate potential areas where costs can be reduced for the Contractual Products, to follow up on potential cost savings indicated by KOEPFER and to implement such cost savings in agreement with KOEPFER. The Supplier also agrees to participate in value analysis techniques. On request by KOEPFER the Supplier will carry out an open calculation with KOEPFER with the aim of identifying potential areas to jointly save costs. Measures resulting from rationalization processes or value analysis techniques may not impair the function and/or the quality of the Contractual Products.

8. The Supplier is also obliged to negotiate price reductions with KOEPFER in a spirit of partnership and taking into account the principle of good faith if KOEPFER submits a comparable offer from a competitor at a price which is at least 5% lower. To the extent KOEPFER is allowed, KOEPFER will provide the competitor's offer to the Supplier. Within no more than eight (8) weeks the Supplier will submit an action plan to KOEPFER demonstrating how the Supplier will restore its competitiveness which, among other things, indicates the cost-effectiveness of every individual measure. If KOEPFER accepts the action plan, the measures in the Supplier's plan will be implemented within the agreed timetable. If the Parties cannot come to an agreement on an action plan within six (6) months of being requested to do so by KOEPFER, then KOEPFER may terminate the Agreement and/or the respective Purchase Order with a notice period of six (6) months.

9. Preparation of drafts and cost estimates and similar preparatory work by the Supplier are free of charge unless otherwise agreed.

10. Invoices must be sent 1 time by email (PDF).

11. Payment is subject to invoice verification and delivery.

12. In the case of advance payment, KOEPFER is entitled to request a bank guarantee. This will be made available to KOEPFER free of charge upon request.

13. KOEPFER reserves the right to trade in self-acceptances or customer changes with a discount payment. Complaints about the delivery entitle KOEPFER to withhold due payments.

14. The payment does not imply in any case an acknowledgement of a proper delivery.

XI. CHANGE REQUESTS AND ADDITIONAL SERVICES

1. If it becomes apparent that changes or improvements are advisable or necessary, the Supplier shall inform KOEPFER thereof without undue delay and obtain prior written approval from KOEPFER.

2. KOEPFER is entitled at any time to request changes and/or additions in relation to the subject of agreement. The Supplier will provide KOEPFER with a written offer within five (5) working days ("Supplementary Offer"). The Supplementary Offer will

contain a transparent calculation on the basis of the agreed rates and prices with a breakdown of additional and reduced expenses and point out the implications for the agreed functionalities, deadlines and schedules. If the rates or prices applicable to the respective change or additional service have not been agreed, the calculation will be based on the original calculation, showing the breakdown of additional expenses and reduced expenses. The additional services or changes and the individual charges are to be listed and account-ed for in detail. Discounts or other rebates already granted by the Supplier are to be granted accordingly in the Supplementary Offer. Synergies which the Supplier can achieve because the Supplier had to implement or develop the respective addition to the subject of the agreement for other customers will be taken into appropriate account for the benefit of KOEPFER when agreeing on any supplementary remuneration.

3. If there is no written notification in due time on the effects on the performance and/or remuneration of the Supplier, the changes shall be deemed to have been accepted by the Supplier and the Supplier shall not be entitled at a later date to an adjustment of the performance and/or an increase in remuneration.

4. If KOEPFER accepts the Supplementary Offer of the Supplier, the Parties will conclude a written agreement in this respect and, if applicable, on associated additional costs. Such agreement will become an integral part of this Agreement.

XII. CONTRACT PRODUCTS AS SPARE PARTS

1. KOEPFER undertakes to provide spare parts to its customers for the end products supplied by KOEPFER for up to fifteen (15) years.

2. The Supplier therefore assures that the Contractual Products will continue to be produced by the Supplier as replacement products/spare parts for a period of at least fifteen (15) years after the end of serial production by KOEPFER ("end of production", "EOP") and will be able to be supplied to KOEPFER by the Supplier.

3. The last price agreed between KOEPFER and the Supplier for the Contractual Products continues to apply for a period of three (3) years after EOP. The price for Contractual Products thereafter shall be agreed separately between KOEPFER and the Supplier. If the Parties do not reach an agreement, KOEPFER may set the price at its reasonable discretion.

4. The contractual products must be manufactured in accordance with the originally qualified specification of constant quality throughout the entire supply period.

XIII. PRODUCTION RESSOURCES, MATERIALS PROVIDED BY KOEPFER

1. Unless otherwise agreed, the Supplier is legally and economically exclusively responsible for procuring and maintaining the material resources, e.g. tools, machines forms, facilities, devices, measuring equipment and test equipment, software and all other necessary items and documents, and personnel ("Production Resources") which are required to produce and supply the Contractual Products

2. If necessary, the Supplier may loan individual Production Resources from KOEPFER, where applicable after they have been manufactured by the Supplier (or on its behalf) for KOEPFER and title therein has been transferred to KOEPFER.

XIV. EMERGENCY PRODUCTION RIGHTS

1. In the event of interruptions in production due to fire, water, forces of nature or comparable events which were not foreseeable for the Supplier and which result in supply problems for KOEPFER, the Supplier is willing to allow KOEPFER or a third party to be chosen jointly by KOEPFER and the Supplier direct possession of the tools for the purpose of emergency production. Such loaning of tools shall not result in a transfer of title.

2. As soon as the Supplier is again capable to resume the production, KOEPFER will return the loaned tools to the Supplier.

XV. RIGHTS OF SOFTWARE

If a Contractual Product contains software, the Supplier irrevocably grants KOEPFER a transferable right unrestricted in terms of time, territory and content to use the software and exploit the software in the context of reselling the Contractual Products, in particular to physically distribute the software or duplications thereof.

VI. QUALITY, ACCEPTANCE, PSCR

1. Quality

1.1. The agreed quality of the delivery/service is determined by the latest revision status of the specifications, drawings and other documents ("specifications") transmitted by KOEPFER to the supplier. The supplier warrants compliance with the specifications and any further specifications and guidelines specified in the specifications.

1.2. The supplier must set up and maintain a quality and environmental management system that is suitable in terms of type and scope, corresponds to the latest state of the art and is documented, which at least complies with the requirements of DIN EN ISO 9001 or, if required by KOEPFER, IATF 16949 and DIN EN ISO 14001. Insofar as the delivery/service is intended for automotive applications, the VDA publication series "Quality Management in the Automotive Industry" as well as the VDA Standard Recommendation – Defective Parts Analysis Field.

1.3. Insofar as the supplier receives supplies from KOEPFER or from third parties for the production of the object of the contract, these must be included by the supplier in its quality management system as if it were its own means of production.

1.4. If required by KOEPFER, the subject matter of the contract and, if applicable, its components must be subjected to a release procedure (e.g. PPAP, PPF) before the start of (series) delivery. For this purpose, the supplier must submit the required release documents for approval in accordance with the requested submission stage, including the initial samples in accordance with the drawing/specification, in good time before the agreed schedule. Unless otherwise agreed, the number of initial samples is five pieces (in the case of multiple moulds per cavity or row). Initial samples can be found in a representative production run from series production facilities. If, for reasons for which the supplier is responsible, more than two samples are required, we are entitled to withdraw from the contract.

1.5. Any changes to the subject matter of the contract, in particular to its specifications or changes to its manufacturing process, including changes to production materials used, test equipment and procedures, production facilities or environment, relocation of the production process to another production site (even within the same property), changes by or at upstream suppliers or subcontractors, etc., require written approval by KOEPFER and must be notified by the supplier without undue delay, at least twelve (12) months in advance. If the supplier makes changes to the subject matter of the contract without KOEPFER approval, we are entitled to extraordinary termination of all affected orders without notice.

1.6. KOEPFER releases, regardless of their nature, do not release the Supplier from the obligation to ensure the quality of the subject matter of the contract on its own responsibility.

1.7. The supplier shall ensure the traceability of the object of the contract at all times in order to be able to carry out batch tracking in the event of damage. For this purpose,

the subject matter of the contract must be accompanied by at least a sequential serial number and

the date of manufacture. The supplier must ensure that the marking of the packaged contract items is legible even during transport and storage.

1.8. We are entitled at any time – if necessary together with KOEPPER's customers – to check compliance with the principles and requirements of this section, in particular the supplier's quality and environmental management system, on site.

1.9. The supplier is obliged to pass on the principles and requirements of these clauses to its upstream suppliers, subcontractors and other vicarious agents and to monitor their compliance on a regular basis. The Supplier shall be liable for any non-compliance with these paragraphs by its

upstream suppliers, subcontractors and other vicarious agents or vicarious agents.

1.10. The supplier is obliged to submit the supplier's declarations required by law correctly and completely.

1.11. If KOEPPER or KOEPPER's customers are subsequently charged due to incorrect declarations of origin of their own, or if KOEPPER or KOEPPER's customers suffer any other financial disadvantage as a result and the error is based on an incorrect indication of origin by the supplier, the supplier shall be liable for this.

1.12. Insofar as the supplier supplies articles within the meaning of Art. 3 of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation), the supplier is responsible for complying with its obligation to disclose certain information pursuant to Art. 33 of the REACH Regulation

1.13. All deliveries must comply with the applicable EU regulations and the latest EN standards (where such standards are missing) as well as other standards and regulations customary in the industry, unless otherwise expressly agreed in writing. Consequently, the supplier undertakes, among other things, to comply with the requirements of EC Regulation No. 1907/2006 (hereinafter referred to as the "REACH Regulation") and the EU Directive 2011/65/EU (hereinafter referred to as the "RoHS Directive") in the version valid at the time of delivery and to fulfil all obligations imposed on a supplier under the REACH Regulation and the RoHS Directive. The supplier will provide KOEPPER with a safety data sheet in accordance with Article 31 of the REACH Regulation. In addition, the supplier shall be notified immediately and without prior to a delivery.

comply with its obligation to provide information pursuant to Article 33 (1) of the REACH Regulation if a component or packaging of a product contains a substance within the meaning of Articles 57 to 59 of the REACH Regulation ("substance of very high concern") in a mass concentration of more than 0.1 percent. This information must be transmitted to KOEPPER. The supplier warrants that all goods comply with the requirements of the RoHS Directive and will also confirm the RoHS conformity to KOEPPER in writing.

2. Product Safety & Conformity Representative (PSCR).

The supplier is obliged to ensure the safety and conformity of its products. This includes compliance with the legal regulations of the respective countries as well as the fulfilment of the safety expectations of the general public. In order to fulfil these tasks, the management appoints a Product Safety & Conformity Representative. When dividing up the tasks, KOEPPER expects a corresponding division of tasks. In the absence of a specific appointment, the customer assumes that the supplier's quality manager/QM representative will perform this task.

XVII. CAPITAL GOODS, SERVICES

1. Scope of delivery

1.1 The scope of the delivery is determined by the order placed by KOEPPER.

Unless otherwise agreed, the Supplier shall deliver the

The subject matter of the contract, which includes all the parts necessary for the proper operation of the contract in compliance with the agreed, implied or are necessary in accordance with the usual conditions. Elements and parts of the subject matter of the contract must always be designed and arranged in accordance with the latest scientific and technical standards in such a way that they can be maintained, checked, repaired and replaced quickly and well. Wear parts must have as long a service life as possible.

1.2 The scope of delivery also includes the provision of assembly and operating instructions, which show all handling of the delivery item as well as all those documents that KOEPPER requires for the repair, maintenance and repair of the delivery item.

1.3 If an assembly is contractually agreed, it also includes all necessary Ancillary services, such as the provision of the necessary tools, equipment, Scaffolding, etc. Insofar as support from KOEPPER has been agreed, in principle, not free of charge, but at the expense of the contractor.

4.4 KOEPPER shall supply the Contractor with water, compressed air and electricity on the Provide site. If additional connections and cables are required, the Contractor shall maintain and repossess them at his own expense and risk.

2. Acceptance

2.1 Insofar as the service consists of a work performance or delivery of a work, a formal acceptance is required. The receipt of goods by us or its possible confirmation is not considered acceptance within the meaning of the statutory provisions. From the moment of receipt of the goods, only the risk of accidental loss or deterioration of the goods passes to us. The inspection of incoming goods is limited to whether the nature of the delivered goods is to be regarded as a service in accordance with the contract and whether the quantities specified are correct. Once the supplier's notification of completion has been received and all documents relating to the service have been handed over, KOEPPER will carry out the acceptance. If the verification of the supplier's performance requires commissioning or putting into use for test purposes, acceptance will only take place after successful completion of the tests.

2.2 The Contractor shall, at its own expense, insure the delivery against theft, breakage, Insure against transport, fire and water damage.

2.3 Prior to the delivery of the delivery item, KOEPPER shall have the right to Contractor a preliminary acceptance with functional test as well as tests according to DIN ISO 230-1 and DIN 45635. The date for the pre-acceptance is determined by the contractual partners in good time, but at least 4 weeks in advance. stipulate. The Contractor shall provide the necessary tools, materials and staff to carry out the pre-acceptance. An appointment for the Final acceptance is to be agreed separately.

2.4 The supplier must ensure that the requirements of safety tests are adhered to. These include A) the initial electrical test according to VDE 0113-1 (DIN EN ISO 60204) and VDE 0100-600 (1st measurement of low impedance (protective conductor resistance, potential equalization) according to VDE 0113-1/18.2.2: test current: min.10A 2. Measurement of insulation resistance according to VDE 0113-1/18.3: All

conductors of the main circuit must be measured. 3. Voltage measurement (HV) according to VDE 0113-1/18.4: All conductors of the main circuit must be measured. Assemblies and devices that are not designed for this purpose must withstand this test and surge protection devices that are likely to trip during the measurement were disconnected before the test. Assemblies and devices that have been voltage tested according to their product standards may be disconnected during the test. 4. Measuring the leakage current: Measuring method: Differential current measurement of the external conductors and Neutral conductor. True RMS measurement. For measured values $\geq 10\text{mA TRMS}$, a connection option for additional potential equalization must be provided on or in the control cabinet. 5. Measurement of fault loop impedance and network impedance according to VDE0100-600: All fused current paths of the main circuit must be measured. In each case at the most distant connection option. The reference value of the connection point during the measurement must also be documented. 6. Residual voltage measurement according to VDE 0113-1/6.2.4 If a dangerous residual voltage is present after the corresponding decay time, this must be clearly marked on the control cabinet. 7. Measurement of residual current devices (RCD) according to VDE0100-600. B) B.) Initial inspection and initial testing of existing ESPE systems in accordance with DIN EN 62046 / VDE 0113-211 / BetrSichV: An overtravel measurement must be carried out in accordance with DIN EN ISO 13855.C.) Checking ESD capability according to DIN EN ISO 61340-5-1 Measurements of the leakage resistance of existing storage areas as well as field strength measurements of individual insulators must be carried out. D.) Testing the closing force of power-operated separating protective devices according to DIN EN ISO 14120 A measurement of the actual closing force must be carried out. All measurements must be carried out by a person qualified for the respective test. Measuring devices must be used that comply with the relevant standards. All tests must be documented with the respective measured values and presented to KOEPPER when the system/machine is accepted. If the system/machine is dismantled or partially dismantled for transport, a new test (point A) must be carried out at the assembly site.

2.5 Insofar as a joint final acceptance has been agreed, it shall take place at the KOEPPER.

2.6 About the costs of pre-acceptance, functional testing, trial operation and final acceptance, the contracting parties will provide an appropriate and individual regulation.

2.7 If the pre-acceptance, functional test, trial operation or acceptance is carried out, interrupted, extended or cancelled for reasons for which the Contractor is responsible, or the Contractor shall bear the costs and disadvantages incurred as a result.

2.8 A formal acceptance report shall be drawn up on the acceptance. Formal acceptance shall be omitted until the supplier has remedied any defects that have been identified. The defects must be rectified immediately, at the latest within a period of time set by KOEPPER.

2.9 Any fiction of acceptance is excluded. In particular, acceptance is not replaced by the fact that KOEPPER uses the service or part of the supplier's service due to operational necessities or pays the remuneration for it.

2.10 Partial acceptances are excluded unless expressly agreed.

2. On-site services

2.1 Persons who carry out work on a KOEPPER factory premises in fulfillment of a contract must comply with the provisions of the respective company regulations. Liability for accidents is excluded unless caused by an intentional or grossly negligent breach of duty on the part of KOEPPER's legal representatives or vicarious agents.

2.2 The Supplier shall carry out the services under its own direction and responsibility. Only the supplier has the authority to issue instructions to his employees. The supplier shall ensure that the personnel employed by him are not integrated into a KOEPPER company.

2.3 If the services are provided at KOEPPER premises, the supplier must comply with the safety regulations applicable there.

and information guidelines that KOEPPER makes available to the supplier upon request. When accessing KOEPPER information and telecommunications technology, the supplier must strictly observe the applicable information security guidelines.

2.4. The Supplier is obliged to comply with the and collective bargaining provisions, in particular the Posting of Workers Act and the relevant collective agreements, as well as agreed supplements, including the To grant social security contributions, employment promotion and social security expenses to employees and marginally employed persons. In the event of any breaches of these obligations, the Supplier shall indemnify KOEPPER immediately upon first request.

XVIII. WARRANTY, LIABILITY

1 Warranty

1.1 With regards to KOEPPER's rights regarding material defects, defects in title and disruptions in performance, the following provisions shall apply, supplemented by the statutory provisions:

1.2 The Supplier warrants and represents that the Contractual Products have the agreed quality, comply with all relevant statutory provisions, technical standards and the newest state-of-the-art technology, do not deviate from any initial/master samples approved by KOEPPER and are suitable for the purpose envisaged by KOEPPER or their usual purpose. The Supplier further warrants and represents that the Contractual Products are new and, in particular, that new Production Material has been used.

1.3 Unless longer limitation periods are set forth by statute, the general limitation period for contractual claims owing to material defects and defects in title is five years from delivery to KOEPPER at the place of performance. If acceptance is required under statutory law or by contract, the limitation period will not commence prior to acceptance by KOEPPER. If, for the reselling of processed or unprocessed Contractual Products by KOEPPER to third parties, a longer limitation period is set forth by statute, such longer limitation period shall also apply between KOEPPER and the Supplier.

1.4 Compliance with test requirements or approval granted by KOEPPER and/or KOEPPER's customers does not release the Supplier from its obligation to supply defect-free Contractual Products.

1.5 If KOEPPER ascertains defects in a Contractual Product and the Contractual Product is part of a batch of Contractual Products ("Lot"), and if it is only possible to inspect each Contractual Product of this Lot at a considerable expense, KOEPPER may return the entire Lot or demand that the Supplier inspect the entire Lot on site at KOEPPER. The Supplier may deliver defect-free Contractual Products from this Lot again to KOEPPER after the Contractual Products have successfully passed inspection and been marked accordingly.

1.6 The Supplier shall bear all costs of subsequent performance, even if incurred by KOEPPER, in particular the costs of examining and analysing the defect, installation

and removal, use of own or external staff, costs for parts, sorting, legal fees, lodging, travel expenses or transport costs. KOEPPER may also demand reimbursement of necessary expenses which KOEPPER has to bear towards its customers for the purpose of subsequent performance (in particular transport costs, travel costs, labour costs and material costs as well as costs of dismantling and installation).

1.7 If the Contractual Products are defective, KOEPPER may, at its discretion, demand subsequent performance either by way of remedying the defect (subsequent improvement) or by delivery of a defect-free product (replacement delivery). If the Supplier does not satisfy its obligation of subsequent performance within a reasonable deadline set by KOEPPER, KOEPPER may remedy the defect itself (self-remedy) and request reimbursement of the expenditures necessary for this purpose or a corresponding advance payment from the Supplier. If subsequent performance by the Supplier has failed or cannot be reasonably expected by KOEPPER (e.g. owing to particular urgency, danger to operational safety or impending disproportionate loss), it will not be necessary to set a (if applicable, new) dead-line.

1.8 The limitation period is suspended when the Supplier receives notification of a defect from KOEPPER. Suspensions of the limitation period occurring by virtue of law shall remain un-affected. Upon remedy of a defect or subsequent delivery of a defect-free Contractual Product, the limitation period commences anew for the Contractual Product which has been subsequently remedied or replaced.

1.9 The Supplier will indemnify KOEPPER from and against claims asserted by third parties against KOEPPER in connection with delivery of a defective Contractual Product by the Supplier or its vicarious agents.

1.10 If the material defect or defect in title results from a third-party product (in particular a component) supplied or used by the Supplier, KOEPPER may at its discretion require the Supplier to assert its warranty claims against the third party for KOEPPER's account or to transfer such warranty claims to KOEPPER. KOEPPER's (warranty) rights against the Supplier shall remain unaffected thereof. While the claims are being asserted against the third party – even if only out-of-court – the limitation period for KOEPPER's warranty claims against the Supplier shall be suspended. In the event that the warranty claims against the third party are assigned to KOEPPER, the Supplier will support KOEPPER in the respective re-quired scope and at its own expense.

1.11 The supplier further warrants that goods that are produced, stored, transported, delivered to or taken over by KOEPPER on behalf of KOEPPER are produced, stored, processed or processed at safe operating locations and at safe transhipment points are loaded and are protected from unauthorized access during production, storage, handling or processing, loading and transport. The supplier guarantees that the personnel used for the production, storage, handling and processing, loading, transport and acceptance of such goods is reliable and that it has compared them against the currently valid EU sanctions lists. The supplier further warrants that all business partners who act on its behalf are informed that they must also take measures to secure the above-mentioned supply chain. The supplier agrees that his data will be compared against the currently valid EU sanctions lists.

2. Liability

2.1 If the Supplier is in breach of its contractual or non-contractual obligations, the Supplier is obliged to reimburse KOEPPER all costs and damages (including the costs for appropriate legal action or defence), incurred by KOEPPER, KOEPPER's affiliated companies and their customers owing to the breach of the obligation and indemnify KOEPPER, KOEPPER's affiliated companies and their customers for all third-party claims which arise therefrom.

2.2 To the extent that, under the applicable law, the Supplier is only liable for at least negligent acts or omissions, the Supplier shall be liable for any such negligence of its employees, sub-contractors, agents in tort and vicarious agents, and the manufacturer and sub-suppliers of the Production Materials, Production Resources and other upstream services by third parties used by the Supplier as if the Supplier acted by itself.

XIX. PRODUCT LIABILITY, MANUFACTURER'S LIABILITY

1. If the Supplier's deliveries may result in danger to life and limb or other damage including financial losses, KOEPPER may at the Supplier's expense take all measures, such as public warnings and re-call actions to which KOEPPER is obliged or which are otherwise appropriate to avoid such risk. KOEPPER will inform the Supplier – if possible and deemed reasonable – as soon as possible and give the Supplier an opportunity to state its case. The Supplier will cooperate in a relationship of trust with KOEPPER to remedy the risks arising from its deliveries as quickly and effectively as possible. In particular, on request the Supplier will provide KOEPPER without undue delay with the required documentation proving that the deliveries and services from the Supplier comply with all applicable requirements, regulations and standards.

2. If the Supplier has indications that its deliveries may result in danger to life or limb or other damage including financial losses, the Supplier shall immediately inform KOEPPER thereof and of the facts of the case.

3. If a claim is asserted against KOEPPER, KOEPPER's affiliated companies or their customers by a third party for product liability or manufacturer's liability and the claim is based on a delivery or service of the Supplier, the Supplier is required to reimburse all expenses, costs and damage (including the costs of appropriate legal action or defence) incurred by KOEPPER, KOEPPER's affiliated companies and their customers and to indemnify KOEPPER, KOEPPER's affiliated companies and their customers from and against all claims of third parties arising therefrom. The Supplier may not offer the third party a settlement or conclude a settlement with it without the prior consent of KOEPPER.

XX. THIRD PARTIES RIGHTS

1. The Supplier warrants that use of the Contractual Products by KOEPPER or its customers does not infringe any third-party rights.

2. If claims based on an actual or alleged infringement of third-party rights are asserted or alleged against one Party in connection with the Contractual Products or, based on the reasonable assessment of a Party, might be asserted, the Parties will inform one another hereof without undue delay. The Parties will work together closely to coordinate defence against such claims.

3. If a claim is asserted against KOEPPER, KOEPPER's affiliated companies or their customers owing to an actual or alleged breach of third-party rights and the claim is based on a delivery or service of the Supplier, the Supplier is required to reimburse all expenses, costs and damage (including the costs of appropriate legal action or defence) incurred by KOEPPER, KOEPPER's affiliated companies and their customers and to indemnify KOEPPER, KOEPPER's affiliated companies and their customers from and against all claims of third parties arising therefrom. The Supplier may not offer the third party a settlement or conclude a settlement with it without the prior consent of KOEPPER.

4. The Supplier shall at its own cost and at the discretion of KOEPPER:

4.1 acquire the right for KOEPPER, KOEPPER's affiliated companies and their customers to use the Contractual Products without restriction;

4.2 modify the Contractual Products without impairing the agreed quality and functionality so that no third-party rights are infringed;

4.3 replace the Contractual Products with other products which essentially have the same quality and functionality but do not infringe third-party rights; or

4.4 take the Contractual Products back and reimburse the purchase price.

5. Irrespective of Sec. XVIII 1.3, claims owing to an infringement of rights of third parties through use of the Contractual Products will not be statute-barred as long as the third party is able to assert such claims against KOEPPER – in particular if the third-party claim is not statute-barred.

XXI. COMPLIANCE / HUMAN RIGHTS AND ENVIRONMENTAL DUE DILIGENCE

1. The Supplier assures and warrants to comply with all statutes and regulations which relate to it and the business relationship with KOEPPER, that it will not commit any acts and will refrain from acts if such could lead to a criminal act owing to fraud or a breach of trust, an insolvency criminal act, a criminal act against competition, granting benefit or passive bribery by individuals employed by KOEPPER or other third parties.

2. The Supplier confirms to have taken note of the KOEPPER Group declaration of commitment on the principles of human rights and environmental due diligence and assures and warrants the compliance with the KOEPPER Code of Conduct (Responsible Business Alliance) and with the obligations from the aforesaid declaration of commitment on the principles of human rights and environmental due diligence (available on the internet: <https://www.koepper.com/unternehmen/einkauf/>). Upon request the Supplier immediately provides written information on compliance with the KOEPPER Code of Conduct as well as with the declaration of commitment on the principles of human rights and environmental due diligence.

3. The Supplier is required to contractually pass on the principles and requirements according to the foregoing Sec. XXI.2 to its sub-suppliers, sub-contractors and other agents in tort and vicarious agents and is committed to ensure and to control their compliance. The Supplier is liable for non-compliance with the in sentence 1 of this section aforementioned principles by its sub-suppliers, sub-contractors and other agents in tort and vicarious agents. KOEPPER is entitled to verify the compliance with the aforementioned principles and requirements by the Supplier, its sub-suppliers, sub-contractors and other agents in tort or vicarious agents at their business premises during usual business hours.

4. If there are concerns about illegal behavior or misconduct, the supplier is requested to contact KOEPPER's anonymous whistleblower system: <https://koepper.tipp.digital/>

XXII. INSURANCE

1. The Supplier shall insure itself sufficiently and at its own expense against all risks arising from the respective contract with KOEPPER by taking out at least commercially customary business and product liability insurance and shall provide KOEPPER with proof of this insurance annually without being asked. The insurance must have at least the following coverage amounts: EUR 5 million for personal injury and property damage, EUR 1 million for financial losses and EUR 3 million for recall costs.

2. The provision of insurance cover does not affect the responsibility and liability of the supplier towards KOEPPER.

XXIII. EXPORT REGULATIONS AND SUPPLIER INFORMATION

1. The Supplier shall notify KOEPPER if export of the Contractual Products is excluded or requires approval under the respective applicable export conditions or customs regulations of the Federal Republic of Germany, the European Union or the USA.

2. The Supplier shall also provide the following information to KOEPPER:

2.1 all relevant export list numbers;

2.2 a listing in the USA Commerce Control List (CCL) and the relevant list number;

2.3 whether the Contractual Products require an export licence under the EU Dual-Use Regulation and the relevant list item number;

2.4 the commodity code from the list of goods for foreign trade statistics (*Warenverzeichnis für die Außenhandelsstatistik*) and the HS code (Harmonized System);

2.5 place of origin (not preferential origin) of the Contractual Products;

2.6 information from Supplier on preferential origin (if required by KOEPPER);

2.7 certificates of preference (if required by KOEPPER).

3. If KOEPPER is responsible for obtaining an export licence and/or import licence, then such licence being issued is a condition precedent for the validity of a Purchase Order. The Supplier is obliged to provide KOEPPER with all information and documents which are required in order for a licence to be issued.

XXIV. SUBCONTRACTING

1. The Supplier is not permitted to have deliveries or services carried out in whole or in part by third parties (e.g. sub-contractors, sub-suppliers) without the prior consent of KOEPPER.

2. The involvement of third parties does not exonerate the Supplier from its responsibility towards KOEPPER. The conduct of third parties which are involved by the Supplier to perform its deliveries will be attributed in full to the Supplier. This expressly includes any manufacturers and sub-suppliers of Production Materials and Production Resources used by the Supplier.

XXIII. ASSIGNMENT

1. Without the prior written consent of KOEPPER the Supplier shall not assign or pledge rights or claims arising from this Agreement or have them collected by third parties.

2. KOEPPER may assign rights or obligations arising from this Agreement to its affiliated companies without the Supplier's prior consent. The contract to affiliated group companies without the prior consent of the supplier.

XXIV. SET-OFF, RETENTION

1. Set-off and retention

1.1 KOEPPER is entitled to offset and to assert a right of retention and other defenses as permitted by the applicable law. KOEPPER is particularly entitled to withhold payments as long as KOEPPER is entitled under the relevant Purchase Order to a claim due to incomplete or defective delivery, provided that withholding a payment is not in breach of good faith, in particular due to the relative insignificance of the defect or incompleteness of the delivery.

1.2. In addition, KOEPPER is entitled to offset the Supplier's receivables against the receivables of KOEPPER affiliates. Offsetting is permissible even if the claim or counterclaim is not yet due. In this case, the invoice is based on the value date.

1.3 The Supplier is entitled to offset and to assert a right of retention only insofar as its counter-claim is either undisputed or finally determined by a competent court.

2. Special right of withdrawal in the event of suspension of payment, etc.

In particular, KOEPPER is entitled to withdraw from the contract in the following cases: (a) the supplier ceases to make payments to its creditors; (b) he/she himself applies for the opening of insolvency proceedings; (c) insolvency proceedings in respect of its assets are legitimately filed by KOEPPER or another creditor; (d) it is opened, even if only temporarily; or (e) the application is rejected for lack of assets.

XXVII. CHOICE OF LAW AND JURISDICTION

1. These terms and conditions of purchase and the business relationship between KOEPPER and the supplier are subject to the laws of the Federal Republic of Germany.

2. Exclusive jurisdiction over all disputes arising out of or out of in connection with these Terms and Conditions of Purchase or the contractual relationship between KOEPPER and the supplier, is the court with jurisdiction over KOEPPER's registered office. KOEPPER is also entitled to take legal action at the supplier's registered office. Mandatory statutory provisions, in particular regarding exclusive places of jurisdiction, remain unaffected.

XXIV. FINAL PROVISIONS

1. Legally relevant declarations and notifications made by the supplier after the conclusion of the contract (e.g. deadlines, reminders, declarations of withdrawal) must be made in writing in order to be effective.

2. Any verbal agreements or undertakings made by KOEPPER prior to the conclusion of the written contract are quite non-binding and shall be replaced in full by the written contract.

3. Individual contractual agreements, including verbal ones, always take precedence over these Terms and Conditions of Purchase. Proof of its content, subject to evidence to the contrary, shall be based on any written agreement or, in the absence of such an agreement, written confirmation from KOEPPER.

4. Should any provisions of these Terms and Conditions of Purchase be or become void or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. Insofar as provisions have not become part of the contract or are invalid, the content of the contract is primarily based on the statutory provisions. Only in all other respects, and to the extent that no supplementary interpretation of the contract takes precedence or is possible, will the parties make an effective provision in place of the void or invalid provision, which is contrary to them comes as close as possible economically.