General Terms and Conditions of Purchase of RAY EGELHOF GmbH

Booth: June 2022-

1. Scope

1.1. We order on the basis of our General Terms and Conditions of Purchase, provided that our suppliers are entrepreneurs (§ 14 BGB), legal entities under public law or special funds under public law (hereinafter: "**Supplier**"). The inclusion of our General Terms and Conditions of Purchase means that all deliveries, services and offers of our suppliers (hereinafter: "**Orders**") are made exclusively on the basis of these General Terms and Conditions of Purchase. In an ongoing business relationship, this also applies without the need for an express reference or a separate agreement.

1.2. The acceptance of our order by the supplier shall be deemed to be acceptance of our General Terms and Conditions of Purchase. Deviating conditions of the supplier shall not become part of the contract, even if we do not expressly object to them.

1.3. These terms and conditions of purchase also apply to similar future orders, without us having to refer to them again in each individual case.

2. Contracts

2.1 Orders are only binding for us if they are placed by us in writing, by e-mail or fax and confirmed in writing by the supplier within 10 days of the order date. A delayed acceptance is considered a new offer and requires acceptance by us.

2.2 We may also demand changes to the orders after conclusion of the contract, insofar as this is reasonable for the supplier. In doing so, the effects on both contracting parties, in particular with regard to the additional or reduced costs as well as the delivery and service dates, must be taken into account appropriately.

3. Prices, terms of payment, counter-rights

3.1 The price stated in our order is binding and does not include statutory value added tax and,unless otherwise agreed in writing in individual cases , includes all services and ancillary services of the supplier as well as all ancillary costs, in particular delivery and transport to the shipping address specified in the order as well as the costs of proper packaging.

3.2 Cost estimates, drafts, drawings and samples will only be remunerated by us if a written agreement has been made in advance.

3.3 Our payment shall be made within 30 days of complete delivery and service (including any agreed acceptance) as well as receipt of a proper invoice stating the order or ordernumber. If we pay within 14 days, we are entitled to a deduction of 3% discount on the net amount of the invoice. We do not owe any maturity interest. The statutory provisions shall apply to default of payment.

3.4 We are entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law.

3.5 The supplier has a right of set-off or retention only because of legally established or undisputed counterclaims.

4. Terms of delivery

4.1 Unless otherwise agreed in writing, delivery shall be made DDP (Incoterms 2020) to the location specified in the order or, if none of these are specified, to our registered office in Waiblingen-Neustadt.

4.2 The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver).

4.3 Without our prior written consent, the seller is not entitled to have the service owed by him provided by third parties (e.g. subcontractors). The seller bears the procurement risk for his services, unless otherwise agreed in writing in individual cases (e.g. limitation to stock).

4.4 Partial deliveries are only permitted with our written consent and only to the extent that they are reasonable for us.

5. Delivery time and delay

5.1 Confirmed delivery dates refer to the receipt of the order at the delivery address specified by us or in our goods receipt and are binding.

5.2 The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (type, quantity and weight) and our order identification (date and number). If the delivery note is missing or incomplete, we are not responsible for any resulting delays in processing and payment. Separately from the delivery note, a

corresponding shipping notice with the same content must be sent to us. Furthermore, consignment notes, invoices and all correspondence must bear our order or order number.

5.3 The supplier must inform us immediately in writing of any recognisable delays in delivery, stating the reasons and the measures taken.

5.4 If the supplier does not provide his due service, not as owed, not within the agreed delivery time or if he is otherwise in default, our rights – in particular to withdrawal and damages – shall be determined without restriction in accordance with the statutory provisions. The acceptance of delayed deliveries does not preclude the assertion of claims for damages due to delay.

6. Transfer of risk and default of acceptance

6.1 In any case, the risk of accidental loss/loss or accidental deterioration of the goods shall only pass to us after handover at the agreed place of performance or, in the absence of such an agreement, only after delivery in our acceptance of the goods. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk.

6.2 The handover or acceptance is the same if we are in default of acceptance. In this respect, the statutory provisions shall apply. However, the supplier must also expressly offer us his service if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material).

6.3 If we are prevented from accepting the delivery or service as a result of circumstances that we cannot avert despite reasonable care (e.g. force majeure, operational disruption, strike, lockout), the time of acceptance shall be postponed by the duration of the hindrance. If acceptance is not possible due to such circumstances for more than six months since the agreed delivery date, we are entitled to withdraw from the contract without any claims being asserted against us as a result. Other rights of withdrawal remain unaffected.

7. Ownership

7.1 Any agreed retention of title expires at the latest with our purchase price payment for the delivered goods. In the ordinary course of business, we shall remain authorized to resell

the goods in the ordinary course of business even before payment of the purchase price, subject to advance assignment of the resulting claim.

7.2 In any case, all other forms of retention of title are excluded, in particular the extended, forwarded and extended retention of title for further processing.

7.3 The material that may be handed over by us to the supplier for processing within the framework of a contract remains our property. A combination, mixing or processing (further processing) with other substances takes place exclusively on our behalf, so that we become proportionate co-owners of the new item. The same applies to further processing of the delivered goods by us, so that we are considered the manufacturer and acquire ownership of the product at the latest with further processing in accordance with the statutory provisions. A connection with other movable property, which are to be regarded as main items, may only take place with our express written consent. The supplier is liable to us for loss or damage to our property.

8. Defective delivery

8.1 The seller must deliver goods that correspond in quantity, type and quality to the contractual agreements and are free of rights or claims of third parties. Our rights in the event of material defects and defects of title of the goods and other breaches of duty by the supplier shall be governed by the statutory provisions, unless otherwise specified below.

8.2 A rectification shall be deemed to have failed after the unsuccessful first attempt, unless otherwise stated in the circumstances of the individual case.

8.3 Notwithstanding § 442 (1) sentence 2 BGB (German Civil Code), we are entitled to claims for defects without restriction even if the defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence.

8.4 Subsequent performance also includes the removal of the defective goods and the reinstallation, provided that the goods have been installed in another item or attached to another item in accordance with their nature and intended use; our statutory right to reimbursement of corresponding expenses remains unaffected. The expenses required for the purpose of inspection and subsequent performance shall be borne by the supplier even if it turns out that there was actually no defect. Our liability for damages in the event

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of unjustified requests to remedy defects remains unaffected; in this respect, however, we shall only be liable if we have recognized or grossly negligently failed to recognize that there was no defect.

8.5 If the supplier does not fulfil his obligation to remedy the defect - at our discretion by repair or new delivery - within the reasonable period set by us, we can remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance from the supplier. If the subsequent performance by the supplier has failed or is unreasonable for us, in particular in cases of particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage, no deadline shall be set. We will inform the supplier of such circumstances immediately, if possible in advance.

8.6 The acceptance or release of drawings or samples does not exclude our right to assert warranty claims.

8.7 The statutory provisions (§§ 377, 381 HGB) apply to the commercial obligation to inspect and give notice of defects with the following proviso: Our duty to inspect is limited to defects that become apparent during our incoming goods inspection under external inspection, including the delivery documents (e.g. transport damage, incorrect and short deliveries) or are recognizable during our quality control in the random sampling procedure. Insofar as acceptance has been agreed, there is no obligation to inspect. In all other respects, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Without prejudice to our duty of inspection, obviousdeviations in quality and quantity shall in any case be notified immediately and in good time if we notify the supplier of them within four working days of receipt of the goods. Defects that cannot be detected by sampling are considered hidden defects. In any case, hidden cases are immediately and correctlyreprimanded if the notification to the supplier is made within two weeks of discovery.

8.8 In any case, an agreement on the quality shall be deemed to be

- the product descriptions of the binding order including the regulations mentioned therein (DIN standard, factory standard, technical delivery conditions, data sheets, drawings, etc.) , regardless of whether it comes from us, the seller or the manufacturer,

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- the agreed specifications,
- Specially agreed test specifications and test equipment
- additional order details (e.g. packaging regulations)

The supplier must inform us immediately after receipt of the order documents if he is unable to fulfil one or more points of the order regulations.

8.9 The limitation period for claims for defects is three years from the transfer of risk; if acceptance has been agreed, from this date. The 3-year limitation period shall also apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for claims in rem by third parties (§ 438 para. 1 no. 1 BGB) remains unaffected; In addition, claims arising from defects of title shall not become statute-barred under any circumstances as long as the third party can still assert the right against us. Withthe receipt of our written notification of defects by the supplier, the limitation period for warranty claims is suspended until the supplier rejects the claims or declares the defect to be remedied or otherwise refuses to continue negotiations on our claims.

8.10 In the case of remedying defects and subsequent delivery, the statutory warranty period for repaired and replaced parts begins to run again, unless we had to assume after the conduct of the supplier that the supplier did not feel obliged to take the measure, but carried out the removal of defects or replacement delivery exclusively as a gesture of goodwill or similar reasons.

8.11 By accepting our order, the supplier confirms that he has appropriate measures, in particular an effective quality assurance system, in place to ensure flawless deliveries of goods and services in accordance with the agreed quality. This includes, for example, sufficient personnel and technical equipment as well as appropriate organization with regard to error prevention and error detection.

9. Supplier Recourse

9.1 In addition to the claims for defects, we are entitled to the legally determined recourse claims within a supply chain (supplier recourse according to §§ 445a, 445b, 478 BGB) without restriction. In particular, we are entitled to demand exactly the type of supplementary performance (rectification or replacement) from the supplier that we oweto ourcustomers in individual cases. Our statutory right to vote in accordance with § 439 Abs. 1 BGB (German Civil Code) is not restricted by this.

9.2 Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses in accordance with §§ 445a (1), 439 (2) and (3) BGB), we will notify the supplier and ask for a written statement with a brief explanation of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the supplier shall be responsible for proving the contrary.

9.3 Our claims arising from supplier recourse shall also apply if the defective goods have been further processed by us or another entrepreneur, e.g. by installation in another product.

10. Product/Producer Liability

10.1 The supplier shall indemnify us internally against all claims of third parties against us that are attributable to a defective product delivered by him, as well as with regard to such product damage, the cause of which is set in his sphere of control and organization, insofar as he himself is liable in the external relationship.

10.2 This also includes an exemption from the costs of a necessary recall on our part or other measures to avoid danger.

10.3 We will inform the supplier about the content and scope of recall measures – as far as possible and reasonable – and give him the opportunity to comment. The indemnification covers all expenses related to the claim in accordance with §§ 683, 670 BGB, including those of legal action such as lawyer's fees in an appropriate amount. Further legal claims remain unaffected.

10.4 The supplier is obliged to maintain product liability insurance at his own expense with a sum insured to be agreed in individual cases and will send us a confirmation of the insurance cover at any time upon request.

11. Trade mark rights

The supplier guarantees that no rights of third parties are infringed in connection with his delivery, unless he proves that he is not responsible for the breach of duty. If claims are therefore asserted against us by a third party, the supplier is obliged to indemnify us

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immediately upon first written request from these claims; this includes all expenses that we necessarily incur as a result of or in connection with the claim by a third party.

12. Legal and regulatory requirements

The supplier guarantees that the delivered items comply with the statutory and official protection regulations (e.g. act on technical work equipment, EU directives, etc.) as well as the accident prevention regulations of the employers' liability insurance association. In the event of a breach of this guarantee, we may claim damages or withdraw from the contract.

13. Secrecy

13.1 All documents that we make available to the supplier within the scope of the business relationships, in particular tools, models, samples, drawings and other documents are confidential, are subject to our ownership and copyright and may not be reproduced or made accessible to third parties directly or indirectly without our express written consent – even after termination of the contract. They are to be used exclusively for the purposes relating to the orders and to be returned to us completely and immediately at our request after processing the order or in the event that negotiations do not lead to the conclusion of a contract. In this case, copies made by the supplier shall be destroyed; excluded from this are only the storage within the framework of statutory retention obligations as well as the storage of data for backup purposes within the framework of the usual data backup.

13.2 Goods that are made according to our specifications, drawings or models or from tools paid for by us in whole or in part may not be offered to third parties, sampled or delivered.

13.3 The supplier undertakes to treat as confidential all non-obvious commercial or other information (in particular also those in accordance with section13.1) that becomes known to him through the business relationship with us. He must oblige his upstream suppliers / subcontractors accordingly.

13.4 The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents or information provided has become generally known in a

legally permissible manner or the supplier is legally obliged to disclose it; in this case, he must inform us of this immediately.

13.5 For each case of culpable violation of the confidentiality obligation just described, we may demand an appropriate contractual penalty determined by us at our reasonable discretion, which must be reviewed by the competent court in the event of a dispute.

14. Final provisions

14.1 Unless otherwise agreed, the law of the Federal Republic of Germany shall apply to all disputes arising from or in connection with these Terms and Conditions of Purchase or such disputes arising from or in connection with agreements concluded including these Terms and Conditions of Purchase, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

14.2 If the supplier is a merchant, a legal entity under public law or a special fund under public law, the agreed place of jurisdiction for all disputes arising directly or indirectly from or in connection with the contractual relationship shall be our registered office in Waiblingen-Neustadt. However, in all cases we are also entitled to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Purchase or a priority individual agreement or at the registered office of the supplier or before other competent courts. Mandatory statutory provisions, in particular on exclusive responsibilities, remain unaffected.

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