The following terms and conditions govern purchase agreements and other contracts relating to goods and services made, or agreed to by the company WENDEL AG or any of its German Holding Companies (hereafter named 'WENDEL'). These terms are not applicable for construction, construction services or employment contracts.

1. Applicability
Unless otherwise individually agreed in writing, the legal relationship between the Supplier and WENDEL with respect to the transactions described below will be based exclusively on the following terms and conditions. Any conflicting terms and conditions or terms and conditions, which are in any way inconsistent herewith provided by the Supplier shall not apply, even if WENDEL fails to expressly reject such terms and conditions in any given case, specifically when ordered goods are accepted without objection, unless with WENDEL's explicit prior written consent.

2. Writing requirement
All orders, together with any modifications or supplements thereto, must be made in writing. Any derogation from this requirement must likewise be agreed by both parties in writing.

3. Revocation
WENDEL has the right to revoke its order free of cost if the Supplier fails to confirm such order verbatim within two weeks following its receipt thereof.

4. Delivery dates
a) Any agreed delivery dates for goods or services are binding. If any delays are anticipated or in fact occur, the Supplier shall promptly notify WENDEL thereof.

b) If, as a result of the Supplier's fault, the delivery date deadline is not met (default), then WENDEL may demand compensatory damages, without prejudicing its other rights.

c) If the Supplier fails to perform its contractual duties within a reasonable period of grace stipulated by WENDEL, then WENDEL will have the right, following the expiration of such period, to commission a third party to perform the Agreement and to demand that the Supplier reimburse WENDEL for necessary expenses and additional costs incurred as a result. WENDEL also has the right to demand compensatory damages in lieu of specific performance. Upon expiration of the grace period, the Supplier's right to supplementary performance and WENDEL's obligation to accept such performance will lapse as soon as WENDEL procures substitute performance on its own in lieu of specific performance, or if WENDEL demands compensatory damages in lieu of specific performance.

5. Prices
The prices are fixed prices. These prices include all expenses connected with the goods and services to be provided by the Supplier.

6. Processing and delivery
a) The Supplier may sub-contract only with the consent of WENDEL, unless such sub-contracts relate simply to the supply of marketable components. Any supply requests concerning the type and quantity of the requested goods and the delivery schedule are binding. Instalment deliveries require the consent of WENDEL.

b) A delivery note must accompany every delivery, and must indicate the order number of WENDEL and describe the contents according to type and quantity.

c) For devices, machines or systems, a technical description and instructions for use must be supplied free of charge in accordance with the statutory requirements. In addition, devices, machines or systems must fulfil the requirements of the safety regulations applicable to them at the time of delivery, comply with the state of the art and have a CE mark.

The Contractor must provide the necessary or agreed documentation for machine and system deliveries, in particular for their authorisation, installation, commissioning, operation,
maintenance and repair. The delivery of electrical and electronic devices and components must comply with the requirements of the European RoHS Directive 2011/65/EU - the abbreviation RoHS stands for 'Restriction of the use of certain Hazardous Substances'.

Translated with DeepL.com (free version)
d) The Supplier will be liable to WENDEL for all required due and proper labelling/marking of all consignments and especially for the indication of any customs charge numbers from the German export list. Such labelling/marking shall also be repeated in confirmations of order and all shipping documents.

Especially the supplier will point out in the above mentioned documents and invoices the items requiring an export license or which are subject to US re-export regulations and apart from that to indicate the relevant export list number and the customs code number.

e) All goods shall be packaged properly to avoid any damage in transit. If packaging is charged separately, such charges (acceptable cost prices only) shall be quoted in a separate line both in the offer and the invoice.

7. Invoices, payments

a) Invoices must be submitted to WENDEL in duplicate and separate from the consignment. They must include WENDEL's order number and correspond verbatim with the order descriptions of WENDEL. They shall indicate the exact description of the department emitting the order and the date of the order. Invoices that fail to include all of the above information will be returned. They will be deemed not received and thus do not become due and payable, nor may they be used by the Supplier in any way as evidence of WENDEL's failure to pay.

b) The invoice payment period commences upon receipt of a proper, verifiable invoice (stamped date of receipt, not date of invoicing!), or on the working day following the date on which delivery of the goods or service was taken, whichever is later.

Invoices that are defective or that contain errors do not become due and payable and WENDEL may send these back at any time. In the latter case, the obligation shall only become due and payable upon receipt of the corrected invoice. The payment period will be extended, if delivery documents are missing, or if the invoice was addressed to a department other than the one named in the order , or it contains incomplete or incorrect information, for whatever number of days it takes to eliminate the errors caused by the Supplier. The Supplier has to take into consideration the duration of the stay of the invoice audit when substantiating any failure to pay and/or the Supplier may not use such contested invoices as evidence of WENDEL's failure to pay.

Any payments made will not constitute a recognition that the goods or service are contractually conforming. In the event any good or service is non-conforming or incomplete, WENDEL is entitled – without prejudicing its other rights – to withhold any payment for any and all claims arising from the business relationship with the Supplier in a reasonable scope and without compensation obligation for WENDEL until the proper supplementary performance has been completed by the Supplier, without losing any rebates, cash discounts, or similar payment benefits.

c) Payment shall be made in the payment period immediately following the date the invoice becomes due and payable by the payment method of WENDEL's choice.

d) The standard payment condition of WENDEL is 14 days 3 % / 60 days net.

8. Code of conduct, counterterrorism and data protection

a) Basic company values of WENDEL include integrity, reliability and compliance with statutory and ethical guidelines as set out more specific in WENDEL's Code of Conduct.
Business partners are expected by WENDEL to share the aforementioned principles. It is for this reason that WENDEL has compiled a corresponding Code of Conduct for Business partners. It defines the minimum requirements that a Business partner must meet in order to comply with this responsibility. The Business partner is thus obliged to observe the Code of Conduct for Business partners.

b) The Business partner confirms that it is well aware of the provisions of the EU-Regulations for the fight against terrorism and that it will comply at all times with the EU-Council Regulation No. 881/2002 of 27 May and EU-Council Regulation No. 2580/2201 of 27 December 2001 in its respective current consolidated version. In particular Business partner hereby confirms in respect of the above, that it does not have any business relationship to persons, which are listed in such Regulations. The security relevant aspects, as listed in the European Commission Guidelines for Authorized Economic Operators (AEO)-(TAXUD/2006/1450), (EU-Regulation No 648/2005 and EU-Regulation No 1875/2006) will be met at all times by implementation of appropriate security and safety standards. The Guidelines can be found under the official website of the European Commission. The respective internet link, which was available at the time this document was being drawn up,
is: https://ec.europa.eu/taxation_customs/customs/policy_issues/customs_security/aeo/index_en.htm#guidelines

c) The Business partner will follow in particular the regulations of the European General Data Protection Regulation (GDPR), the German federal data protection act (BDSG) and the other regulations to the data protection if it receives personal data from WENDEL or the area from WENDEL or gains insight into those. The Business partner may only processsuch data insofar as this is permitted to him by WENDEL`s order or as it is necessary for the performance of the ordered service. Any further processing of the data, in particular such for the benefit of the Business partner or a third party is not permitted; this also applies

to the processing of personal data at a location outside the scope of the European General Data Protection Regulation.

9. Statutory requirements / work safety

a) For all goods and services, the rules concerning hazardous substances as well as the safety recommendations of German professional bodies and associations - such as VDE, VDI, DIN - must be observed. Any relevant certifications, testing reports and evidence must be furnished free of charge along with the goods and services.

b) With respect to any goods or the provision of any services, the Supplier shall be solely responsible for adhering to the rules on accident prevention. According to these rules, the required safety provisions and any other manufacturers' guidelines must be furnished free of charge along with the goods and services.

c) The commissioned work shall be carried out in compliance with the relevant laws, ordinances, accident prevention regulations, safety rules and standards. Hazardous substances are only to be used as intended. Proper disposal shall be ensured.
The work of the external company must be coordinated with the work of the client or other companies in order to avoid possible mutual hazards. All companies shall co-operate in the risk assessment, identify mutual hazards and co-ordinate protective measures among themselves. The contractor is responsible for the occupational health care of his employees and must instruct and supervise them accordingly. The work equipment and personal protective equipment must be appropriate to the task and the environmental conditions of the workplace and must be in proper condition.
The employees of the external companies must be able to understand and follow verbal instructions, in particular warnings. Otherwise, a contact person must be appointed who will instruct these instructions, in particular warnings etc., in the required language before the start of work. If the external company uses subcontractors, it is responsible for them and obliged to pass on the health and safety regulations. The subcontractors must be instructed and monitored by the contractor. The data of the subcontractors must be recorded and passed on to the client's contact person.
The contact person at Wendel is authorised to issue instructions to the contractor's employees insofar as this is necessary for a safe work process.
Before commencing work, the contractor must inform himself about the operating instructions and work safety measures relevant to his work, as well as the location of the nearest escape routes, assembly points, fire extinguishers and emergency call and first aid facilities. Should a work accident occur during work on the company premises, this must be reported immediately to the contact person and the contractor must send the client a written work accident report.

10. Passage of risk, acceptance, title retention rights

a) Irrespective of the agreed indemnification provisions, the risk of loss on the delivery of goods not involving installation or assembly shall pass to WENDEL upon receipt of such goods at the address of delivery stipulated by WENDEL and, with respect to the risk of loss on the delivery of goods involving installation or assembly, it shall pass upon the successful completion of such installation or assembly, which will be documented in an acceptance record. WENDEL’s mere operational start-up or use shall in no way constitute a formal acceptance.

b) With respect to the delivery of goods subject to title retention, WENDEL may resell such goods in the ordinary course of business. WENDEL shall become the owner no later than upon payment of the full purchase price.

11. Duties of inspection and complaints, inspection expenses

a) WENDEL shall promptly notify the Supplier regarding any obvious defects in the goods or services supplied, as soon as such defects are identified in the ordinary course of business. With respect to any defects that WENDEL notifies within four weeks, the Supplier agrees to waive any expenses arising from a delayed notice of defect.

b) Goods will be inspected upon receipt, and such inspection shall be done on a random sampling basis. If the benchmark quality levels set by WENDEL are not met, then WENDEL will have the right to completely reject the goods or carry out a full inspection (100%) at the Supplier's expense.

c) If WENDEL returns defective goods to the Supplier, then WENDEL will have the right, regardless of the amount of the expenses incurred, to charge the Supplier the invoice amount plus a flat-expense charge of 5% of the price of the defective goods. In any case, however, the flat-expense charge shall not exceed EUR 550.00 for each returned shipment. WENDEL expressly reserves the right to provide evidence of higher expenditures.

12. Warranties against defects in quality and in title
a) Any defective goods must be promptly substituted with conforming goods, and any defective services must be repeated in a conforming manner. In the event of a substitution or repeat of services, the supplementary performance shall be deemed to have failed (§§ 440, 636 BGB) in those cases where the defect in quality has still not been eliminated even after a second attempt to remedy has been made. In the case of any errors occurring in development or construction, a supplementary performance by Supplier shall be deemed unreasonable (§ 440 BGB) and WENDEL reserves the right to promptly enforce the rights set forth in Section 11 d).

b) During the period in which the subject matter of the goods or services is not in WENDEL's custody, the Supplier shall bear any risk of loss.

c) In emergency situations (specifically where operational safety is in jeopardy or to avoid extraordinarily high damages), and also in order to eliminate minor defects, WENDEL shall, after having given information and after having set a deadline respectively to the Supplier, have the right to remedy the defect and any damages resulting therefrom itself at the Supplier's expense or to have a third party remedy such defects. The foregoing shall also apply in other cases, to the extent that a reasonable time period set by WENDEL has expired without result. The aforementioned shall also apply if the Supplier is late in delivering the goods or services and WENDEL is required, as a result of such defect, to immediately remedy the defect to avoid its own delivery default.

d) To the extent WENDEL does not elect to remedy the defect itself, WENDEL shall otherwise have the option - after expiry of the reasonable time period set by WENDEL without result - either to rescind the contract or to reduce the contractually agreed purchase price (price reduction). In addition to the two aforementioned options, WENDEL reserves the right to demand compensatory damages.

e) Any goods delivered must be free and clear of third party rights, for which the Supplier is liable. In the event that computer programs are delivered, the Supplier warrants that it will have all the necessary rights – specifically intellectual property rights – for delivering the program to others.

f) Unless individually agreed otherwise, the warranty period for any defects in quality will be 24 months following the passage of risk in accordance with Section 9 a). The warranty period will be tolled for the period from WENDEL's despatch of any defect notice to its receipt of any conforming goods or service. With respect to any remedied or substituted part of the goods or service delivered or repeated, the period defined in sentence 1 above will recommence for those to run upon the receipt of the conforming good or service.

g) WENDEL reserves any statutory claims or rights, which it may have as a customer.

13. Repeated impairments of performance
If the Supplier provides goods or services of substantially the same or similar nature which, despite repeated written notices by WENDEL, are again defective or late, the right to perform supplementary shall be deemed unreasonable and WENDEL will be entitled to immediately rescind the agreement, namely also with respect to such goods or services that the Supplier will be obligated to render based on previous or other contractual relations to WENDEL in the future.

14. Indemnification in the event of quality or title defects
The Supplier shall indemnify WENDEL with respect to any and all claims that third parties – for whatever legal reason – may have against WENDEL based on defects in the quality or title of the good or service or any other defects, and agrees to reimburse WENDEL for any necessary costs arising from the enforcement of such claims.

15. Insurance obligation
The Supplier is obliged to set up and to keep an adequate and sufficient insurance for all its main and collateral performances of his contractual duties during the contract period with WENDEL. The Supplier will provide WENDEL upon request with an according insurance certificate.

16. Technical documents, tools, manufacturing resources
a) Any technical documents, tools, drawings, plant specifications lists, etc. stemming from WENDEL constitute the intellectual property of WENDEL and are subject to rights of authorship or copyright held by WENDEL. To the extent required for executing and settling the order, WENDEL grants the Supplier for a limited term a non-exclusive license to the aforementioned rights of authorship or copyrights, which shall terminate once the order has been settled. WENDEL shall retain exclusive ownership of any technical documents, tools, plant specifications list, manufacturing materials, etc., which it has made available. WENDEL shall likewise retain all authorship or copyrights therein. Such material, together with any duplicates made, shall be returned to WENDEL immediately after executing the order without WENDEL having to request the Supplier to do so. In this respect, the Supplier will have no right to enforce any right to withhold performance vis-à-vis WENDEL. The Supplier may use the aforementioned items only in connection with carrying out the order and may not disclose such items to unauthorised

third parties or otherwise provide access thereto. Any copying or reproduction of the aforementioned items may be carried out only to the extent that it is absolutely necessary for discharging the order placed by WENDEL.

b) If, in order to execute the order, the Supplier produces technical documents, tools, plant specifications list, sketches, work instructions, manufacturing materials, etc. then section 15a will apply accordingly, and WENDEL will acquire title to these types of items, which the Supplier shall gratuitously keep safe on WENDEL's behalf until repossession is demanded. If WENDEL shares in the production costs on a pro rata basis only, then WENDEL will acquire co-ownership rights in the relevant items, which the Supplier shall gratuitously keep safe on WENDEL's behalf. WENDEL may at any time, however, acquire the Supplier's rights related to the items, subject to reimbursement of any item production expenses not yet amortized and demand repossession of the items from the Supplier.

17. Materials set aside
a) WENDEL shall retain ownership in any materials it has set aside, and the Supplier shall gratuitously hold such materials in accordance with the standard of care exercised by reasonable business persons and must segregate such materials from the Supplier's own property and identify them as WENDEL's property. Such materials may be used only for the purpose of carrying out the order issued by WENDEL.

b) In the event the Supplier processes the material set aside by WENDEL or restructures such material, then any such action shall be deemed to have been made exclusively for WENDEL . WENDEL will become the direct owner of any new item of property created therefrom. If the material set aside comprises only a part of the new item of property, then WENDEL will become co-owner in this new property item in accordance with the share representing the value of the material set aside by WENDEL.

18. Confidentiality
a) The Supplier covenants to treat as a trade secret any and all information and knowledge he receives in connection with the submission of an offer or with the issuance of an order by WENDEL and agrees not to disclose such information or knowledge to third parties, unless the Supplier can prove to WENDEL that it was aware of such information at the time the offer was submitted, or that such information was subsequently made available to it by an authorized third party not subject to a confidentiality covenant, or that such information had become generally subsequently available without the Supplier having caused or being responsible for such disclosure.

b) The manufacturing for third parties, the presentation of products specifically manufactured for WENDEL (including those made on the basis of WENDEL designs or manufacturing specifications), any publication relating to the goods and services for which the order was given, and a reference to an order issued by WENDEL to third parties is subject to the prior express written consent of WENDEL.

19. Severability
Should any provisions of this contract be or become invalid, then such invalidity shall not in any way affect the validity of the purchasing terms and conditions set forth above.

20. Place of performance, judicial forum, governing law
a)Place of performance is the place indicated in the delivery address.

b)If the Supplier is a merchant, then at WENDEL's option the judicial forum will be the competent court in Frankfurt am Main. In addition, WENDEL is also entitled to institute legal action in the judicial forum of the Supplier.

c)The substantive law of the Federal Republic of Germany shall govern this contractual relationship, except for the reference rules under its provisions relating to private international law. The provisions of the UN-Convention on Contracts for the International Sale of Goods (CISG) are excluded.