

## HANSA-FLEX AG GENERAL TERMS OF PURCHASE

### 1. APPLICABLE CONTRACTUAL TERMS

a) These general terms of purchase govern the legal relationship between suppliers and HANSA-FLEX AG (referred to below as: HANSA-FLEX) for all goods and services ordered, irrespective of whether they are, for example, an object of purchase, work or services to be provided.

b) These terms of purchase will apply exclusively. Deviating, conflicting or supplementary general terms and conditions applied by the supplier will only become part of the contract if and to the extent that HANSA-FLEX has expressly agreed to their application in writing. Our terms of purchase will also apply exclusively even if we accept goods or services without any special reservation in the knowledge that the supplier's general terms and conditions are contrary to or deviate from these terms of purchase.

c) Our terms of purchase will also apply to all future business with the supplier in the case of ongoing business relations.

### 2. CONCLUSION OF CONTRACT AND WRITTEN FORM

a) Our orders are generally placed in written or electronic form. If an order is placed verbally (by telephone), this must be recorded in text form for purposes of proof.

b) The preparation of drafts, offers, cost estimates, the submission of samples or similar by the supplier must be free of charge and non-binding for HANSA-FLEX. This will also apply if a contract is not concluded. In the event of doubt, our enquiries to the supplier only represent invitations to submit a contractual offer (invitatio ad offerendum), unless the legally binding character is clearly recognisable, in particular by designation as „Confirmation of order“.

c) All documents of the supplier, such as the order confirmation, delivery note and invoice, must contain the HANSA-FLEX order details and in particular the HANSA-FLEX article designation. The consequences of non-compliance will be borne by the supplier.

d) Deliveries to different branches of the company may not be combined in one invoice item. Invoices are to be sent in electronic form to [invoice@hansa-flex.com](mailto:invoice@hansa-flex.com).

e) Offers, drafts, samples and specimens are to be provided by the supplier free of charge, unless otherwise agreed.

f) If the supplier does not accept an order within two weeks, we will be entitled to revoke it.

g) A delayed acceptance of an order by the supplier constitutes a new offer by the supplier which HANSA-FLEX may accept within two weeks after receipt by HANSA-FLEX of the delayed acceptance. The general conditions of the manuals on the requirements for the delivery of goods to HANSA-FLEX AG in the relevant version (available at [www.hansa-flex.com/en/logistics](http://www.hansa-flex.com/en/logistics)) will apply, unless otherwise agreed. HANSA-FLEX will have the right to amend or supplement the contents of these manuals to the extent necessary to update and adapt the provisions with regard to improvements in the provision of services. Moreover, HANSA-FLEX may make changes or additions to the contents of the manuals if this is necessary for reasons for which HANSA-FLEX is not responsible (e.g. changes in legal norms or technical standards such as DIN) and if this does not result in a significant change to the detriment of the supplier.

### 3. PRICES AND DELIVERY

a) The price stated in the order will be binding. All prices are exclusive of the statutory value added tax. Unless otherwise agreed, the price includes all incidental costs.

b) The supplier will bear the cost of transport and acceptance, unless otherwise agreed. Deliveries are to be made in accordance with the INCOTERMS 2020 term DDP, with the destination being specified in the order.

c) Unless otherwise agreed, all prices are fixed prices in EUROS without escalator clause. Subsequent price changes are excluded.

d) Insofar as HANSA-FLEX has prescribed a specific mode of transport, additional costs due to a shipping instruction not being complied with are to be borne by the supplier.

e) The goods must be properly packaged and labelled in accordance with commercial practice. Details are governed by the manuals on the requirements for deliveries of goods to HANSA-FLEX AG, which are incorporated in these terms of purchase in accordance with No. 2 g. At the request of HANSA-FLEX the supplier will be obliged to take back the packaging material free of charge or to collect it.

f) If software has been specially developed for HANSA-FLEX, the supplier undertakes to hand over the programme documents, in particular the source code.

g) If HANSA-FLEX's employees assist the carrier or the supplier with loading or unloading without such loading or unloading being part of HANSA-FLEX's contractual obligations, HANSA-FLEX's employees will act only as assistants to the carrier or the supplier. Any liability on the part of HANSA-FLEX for damage caused by the loading or unloading is excluded, except in cases of intent and gross negligence or for damage to life, limb, or health.

h) Ownership will pass to HANSA-FLEX when the goods are handed over. The supplier will not be entitled to retention of title unless this has been expressly agreed.

i) The supplier will transfer ownership and property rights to the supplied goods to HANSA-FLEX without delay. As soon as the goods are delivered, the supplier must – unless mandatory statutory standards provide otherwise – transfer to HANSA-FLEX a royalty-free, exclusive right of use which corresponds to and enables the use of the supplied goods as provided for in the contract.

j) Together with the supplied goods, the supplier must provide us with detailed accompanying documents in German, in particular drawings and instructions, free of charge and if necessary in digital or easily reproducible form. The accompanying documents must comprehensively describe the function of the delivered goods. The supplier is also obliged to provide HANSA-FLEX in good time with documents enabling proper performance of assembly, operation, monitoring, repairs, replacement purchases and maintenance of the goods, and all information and documents required for obtaining the necessary approvals.

k) In the case of delivery of hazardous goods, the relevant safety data sheets must be made available to HANSA-FLEX without the supplier being requested to do so.

l) The supplier guarantees the availability of spare parts and replacement products for its goods for a period of at least 10 years after delivery.

### 4. DELIVERY TIMES

a) The supplier bears the procurement risk for its goods and services. The delivery time specified by HANSA-FLEX in the order is binding. Ordered goods and work and services must be received by HANSA-FLEX on the stipulated delivery dates or within the stipulated delivery periods, and work and services must be performed by the expiry of these periods.

b) HANSA-FLEX must be informed immediately of any recognisable delay in delivery, including delays in delivery by third-party suppliers. HANSA-FLEX's consent to an extension of the delivery period must be obtained, in which case HANSA-FLEX may also refuse such consent at its own discretion.

c) In the event of failure to meet the agreed delivery time, HANSA-FLEX will be entitled, without prejudice to its other statutory claims, to refuse acceptance of the performance even without granting a grace period and to withdraw from the contract or, if the supplier is in default and is responsible for the delay, to claim damages for non-performance, compensation for consequential damage caused by a defect and/or failure of performance.

### 5. TRANSFER OF RISK

The risk of accidental loss and accidental deterioration of the goods will pass to the customer at the earliest after the goods have been accepted at our reception facilities (obligation to deliver) in accordance with the INCOTERMS 2020 DDP terms. If acceptance has been agreed, this will be decisive for the transfer of risk.

### 6. QUALITY MANAGEMENT

a) The supplier must constantly monitor the quality of its services. Prior to the respective delivery of the goods, the supplier must ensure that they are free from defects, comply with the agreed technical requirements and are packed safely for transport. In particular, the supplier warrants that the supplied goods comply with current safety and protection regulations and standards. The supplier accepts the Quality Assurance Agreement („QSV „) of HANSA-FLEX as amended from time to time (available at [www.hansa-flex.com/en/qsv](http://www.hansa-flex.com/en/qsv)), and the general conditions contained therein will apply unless otherwise agreed.

b) HANSA-FLEX will have the right to amend or supplement the QSV to the extent necessary to update and adapt its specifications with regard to improvements in the provision of services. Moreover, HANSA-FLEX may make amendments or additions to the contents of the QSV if this is necessary for reasons for which HANSA-FLEX is not responsible (e.g. amendments to legal norms or technical standards such as DIN) and if this does not result in any significant change to the detriment of the supplier.

### 7. EXPORT CONTROLS AND CUSTOMS

The supplier is obliged to inform HANSA-FLEX in writing as early as possible before the delivery date about any obligations to obtain approval for its goods

under the applicable German, European (EU), US export, customs and foreign trade law as well as under the export, customs and foreign trade law of the country of origin of its goods. For this purpose, the supplier is obliged to provide the following information and data to [ex@hansa-flex.com](mailto:ex@hansa-flex.com) in a punctual, accurate and complete manner:

- HANSA-FLEX material number
- Description of the goods
- The export list number according to Annex AL of the German Foreign Trade and Payments Regulation or comparable items of relevant export lists;
- The „Export Control Classification Number“ according to the „U.S. Commerce Control List“ (ECCN), if the goods are subject to the „U.S. Export Administration Regulation“ (EAR);
- The commodity code (HS/CN code)
- The country of origin (trade/non-preferential origin), origin indicator key: D = Non-EU country / E = EU / F = EFTA;
- (Long-term) supplier declarations on preferential origin (for EU suppliers) or certificates on preferences (for non-EU suppliers)
- All other information and data required by HANSA-FLEX for export and import and, in the case of resale, for the re-export of the goods.

The supplier is obliged to inform HANSA-FLEX immediately in writing of any changes to the above information and data.

## 8. WARRANTY

a) The statutory provisions will apply to the rights of HANSA-FLEX in the event of material defects and defects of title of the goods and in the event of other breaches of duty by the supplier, unless stipulated otherwise below.

b) In accordance with the statutory provisions, the supplier will be liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to HANSA-FLEX. At least those product descriptions which – in particular by designation or reference in HANSA-FLEX’s order – are the subject matter of the respective contract or have been included in the contract in the same way as these terms of purchase will be deemed to be an agreement on quality. It makes no difference whether the product description originates from HANSA-FLEX or from the supplier. The supplier guarantees that the specified performance characteristics of the goods are complied with. The supplier guarantees that the goods correspond to the latest state of science and technology and comply with all legal and technical regulations (e.g. equipment and product safety regulations). The supplier is obliged to comply with all relevant quality standards, in particular DIN, VDE, VDI standards and generally recognised technical, safety and occupational health regulations.

c) If HANSA-FLEX provides parts or material or issues specifications with regard to material and/or manufacturing/processing methods, in the event of doubts about the intended type of execution (also with regard to safeguarding against the risk of accidents), about the suitability or quality of the materials or components supplied by HANSA-FLEX or about the performance of other contractors, the supplier must inform HANSA-FLEX in writing without delay – if possible already before the start of the work. In such cases, the supplier may only execute the order if we adhere to the specifications in spite of the supplier’s written warning. In the event of a breach of the above obligations, the supplier may not invoke the above mentioned circumstances. In addition, the supplier will compensate HANSA-FLEX for all damage resulting from the breach of the above obligations, unless the supplier is not responsible for the breach of obligation.

d) The warranty period will be 36 months from the date of delivery, unless the law provides for a longer limitation period.

e) The statutory provisions (§§ 377, 381 of the German Commercial Code; „HGB“) will apply to the commercial duty to inspect and give notice of defects, subject to the restrictions agreed in the applicable QSV (cf. No. 6 of these terms of purchase). In all cases, HANSA-FLEX’s complaint (notice of defect) will be deemed to have been made without undue delay and in good time if it is sent within a period of five working days, calculated from receipt of the goods or, in the case of hidden defects, from the time of their discovery.

## 9. LIABILITY FOR DEFECTS AND RIGHTS OF THIRD PARTIES

a) In the event of a warranty claim the supplier undertakes, at the discretion of HANSA-FLEX, to remedy the defect or to provide a new delivery of the goods at its own expense within a reasonable period of time determined by HANSA-FLEX. If this period is not observed, HANSA-FLEX will be entitled to remedy the defect itself or have it remedied by a third party and to claim from the supplier reimbursement of the expenses incurred for this purpose or a corresponding advance payment or, at HANSA-FLEX’s option, to assert its statutory rights or claims for rescission of the contract, subsequent performance, reduction of the purchase price or damages including consequential damage caused by the defect. The supplier’s right to refuse the chosen subsequent performance under the conditions of § 439 Section 3 Sentence 1 of the German Civil Code (BGB) remains unaffected.

b) If the supplier fulfils its subsequent performance obligation by means of a

replacement delivery, the limitation period of 36 months after delivery of the goods delivered as replacement will start anew in accordance with 7 c), unless the supplier has expressly and appropriately reserved the right at the time of subsequent performance to make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship.

c) Other statutory rights of HANSA-FLEX will remain unaffected.

d) Notwithstanding the foregoing rights, the supplier will indemnify HANSA-FLEX against claims by third parties to the statutory extent for or arising from rescission of the contract, subsequent performance, reduction of the purchase price or damages in connection with defects in the goods supplied. This will not apply insofar as the defect did not yet exist at the time of the transfer of risk. Furthermore, the claim for indemnification will not apply to claims based on a warranty given by HANSA-FLEX to its customers if the warranty does not correspond to a warranty given by the supplier.

e) If a claim is made against HANSA-FLEX on the basis of domestic or foreign product liability regulations, the supplier will be obliged to indemnify us on first demand against claims for compensation by third parties to the extent that the supplier or its upstream suppliers are responsible for the product defects giving rise to the claim. In this case, the supplier must also reimburse all expenses, including the costs of any recall actions. Further legal claims will remain unaffected. The supplier must mark the goods in such a way that they are permanently recognisable as its products. The statutory regulations on joint and several debtor compensation will remain unaffected.

f) The supplier will cover claims for defects by taking out product liability insurance with a minimum cover of 1,000,000 euros and will on request provide HANSA-FLEX with evidence of the existence of this insurance and the proper payment of premiums.

g) The supplier warrants that no third party rights are infringed by or in connection with its supplies within the Federal Republic of Germany, countries in which it manufactures or has manufactured the supplied goods or parts thereof and countries in which the supplier was able to identify that HANSA-FLEX sells the purchased products.

h) If claims are asserted against us by a third party on account of an infringement of an industrial property right within the meaning of No. 9 g.), the supplier will be obliged to indemnify HANSA-FLEX against such claims upon first request. In such a case, we will also be entitled to obtain the necessary authorisation from the owner of the rights at the supplier’s expense if and to the extent that the supplier fails to procure such authorisation for us within a reasonable period of time set by us and the costs thereof would not exceed the claims to be borne by the supplier in accordance with Sentence 1. The supplier’s obligation to indemnify also relates to all expenses necessarily incurred by HANSA-FLEX from or in connection with the claim by a third party and its defence.

## 10. TERMS OF PAYMENT

Payment will be made after receipt of the goods or services and invoice free of defects as follows:

a) Invoice and goods receipt from the 1st to the 15th of a month – on the 25th of the same month with 3 % discount;

b) Invoice and goods receipt from the 16th to the end of the month – on the 10th of the following month with a 3% discount.

c) If the 25th or 10th of a month are not bank working days, the next following bank working day will be the day of payment.

d) The above payment and discount periods will only commence after receipt of an invoice containing all the details requested by us and of the documents enabling secure acquisition of ownership (e.g. freight documents, shipping documents, delivery notes, etc.). In addition, invoices must be issued separately stating our order number, commission and item numbers as well as the delivery address. The value added tax must be shown separately. If the above information is missing, incorrect or incomplete, or if the invoice does not comply with the requirements of the VAT Act, the invoice amount will not be due for payment. The supplier will be responsible for all consequences arising from non-compliance with these obligations, unless it proves that it is not responsible for the breach of obligations. The supplier must provide all evidence (e.g. certificates of origin) which are necessary for us to obtain customs privileges or other privileges.

f) Interest on arrears will not be owed by HANSA-FLEX.

## 11. RIGHTS OF SETOFF, RETENTION, ASSIGNMENT

a) HANSA-FLEX will be entitled to set off all claims to which HANSA-FLEX is entitled against the supplier to the extent permitted by law and against all claims which the supplier is entitled to against us, irrespective of the legal grounds.

b) This will also apply if payment in cash has been agreed on one part and payment in bills of exchange or other services on account of performance has been agreed by the other.

c) If applicable, the agreements refer to the balance. If claims are due at different times, they will be invoiced at the value date.

d) The supplier may not transfer its contractual claims to third parties without our consent. The provisions of § 354a HGB remain unaffected.

e) In the event of a defect covered by warranty, HANSA-FLEX will be entitled to withhold payment in the amount of the part of the remuneration corresponding to the defect until the defect has been duly remedied.

f) For its part, the supplier will only be entitled to offset a claim against our claims or to assert a right of retention if and to the extent that its claim is undisputed or its counterclaim is legally enforceable.

## 12. CONFIDENTIALITY

a) All business or technical information made accessible by HANSA-FLEX must be kept secret from third parties as long as and to the extent that it is not demonstrably public knowledge and may only be made available in the supplier's own company to such persons who are required to use it for the purpose of supplying us and who are also obliged to maintain secrecy.

b) We reserve the property rights and copyrights to all documents and aids provided to the supplier for the execution of an order. Such documents and aids are to be used exclusively for the contractual performance and are to be returned in full or destroyed after completion of the contract. The supplier may not analyse items provided (e.g. goods, models, prototypes, software or other materials and samples) by dismantling or disassembling them („reverse engineering“). Reverse engineering also includes all actions, including observation, testing, examination and disassembly and, if necessary, reassembly, with the aim of obtaining confidential information belonging to HANSA-FLEX.

c) The obligation to maintain confidentiality will also apply beyond the termination of the contractual relationship.

d) Without prior written consent the supplier is prohibited from using the business relationship between the supplier and HANSA-FLEX in any form as a reference.

## 13. COMPLIANCE AND ENVIRONMENT

a) Within the business relationship with HANSA-FLEX and in business transactions or dealings with public officials, the supplier is under an obligation not to offer or grant or demand or accept any benefits which violate the applicable anti-corruption regulations.

b) If in connection with the goods to be supplied to HANSA-FLEX the supplier, or a company affiliated with it within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG), participates in agreements between companies, resolutions of associations of companies or concerted practices which violate applicable antitrust or competition law regulations (hereinafter also referred to as „violation of antitrust law“) and if the violation of antitrust law has been established by a legally binding official or judicial decision, the supplier must pay us 15% of the net invoice amount of the scope of performance affected by this violation of antitrust law as damages. This obligation will also apply in the event of termination or performance of the contract. Furthermore, HANSA-FLEX reserves all rights and claims to which it is entitled due to the violation of antitrust law.

c) The supplier is obliged to comply with the relevant applicable laws regulating the general minimum wage and to oblige subcontractors commissioned by it to the same extent. Upon request, the supplier must provide evidence of compliance with the above obligation. In the event of a breach of the above obligation, the supplier indemnifies HANSA-FLEX against claims of third parties and is obliged to reimburse any fines imposed on HANSA-FLEX in this connection.

d) The supplier undertakes to comply with the relevant statutory regulations on the treatment of employees, environmental protection and occupational safety and to work to reduce adverse effects on people and the environment in its activities. Furthermore, the supplier must comply with HANSA-FLEX's Mission Statement, including the Code of Conduct (available at: [www.hansa-flex.com/en/company/mission\\_statement](http://www.hansa-flex.com/en/company/mission_statement)), as well as the principles of the UN Global Compact Initiative, which essentially relate to the protection of international human rights, the abolition of forced and child labour, the elimination of discrimination in hiring and employment, and responsibility for the environment ([www.unglobalcompact.org](http://www.unglobalcompact.org)).

e) In the event of a suspected breach of the obligations under Nos. 13.a to 13.d, the supplier must immediately clarify possible breaches and inform HANSA-FLEX of the clarification measures taken and, in justified cases, disclose the supply chain affected. If the suspicion proves to be justified, the supplier must inform HANSA-FLEX within a reasonable period of time about the internal measures it has taken to prevent future violations. If the supplier fails to comply with these obligations within a reasonable period of time, HANSA-FLEX reserves the right to withdraw from contracts with it or to terminate them with immediate effect.

f) In the event of serious breaches of the law by the supplier and in the event of breaches of the provisions in Nos. 13.a to 13.d, HANSA-FLEX reserves the right to withdraw from existing contracts or to terminate them without notice.

g) If the supplier uses subcontractors, the supplier will at the same time be obliged to impose the same obligations from this No. 13, in particular from No. 13 c., on its subcontractors.

h) The supplier must use the necessary resources (in particular materials, energy and water) effectively and minimise the environmental impact (in particular waste, waste water, air and noise pollution). This will also apply to logistics/transport.

## 14. PLACE OF FULFILMENT, JURISDICTION AND APPLICABLE LAW

a) The place of performance for goods and services supplied for both parties – this applies to both domestic and foreign suppliers – is Bremen, unless otherwise agreed. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship with the supplier will also be Bremen alone.

b) The law of the Federal Republic of Germany will apply to these terms of purchase and all legal relationships between HANSA-FLEX and the supplier, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

## 15. FINAL PROVISIONS

If individual provisions of the contract with the supplier are or become invalid or void, this will not affect the validity of the remainder of the contract. The invalid or void provision will be deemed to be replaced by a provision which comes as close as possible to the economic sense and purpose of the invalid or void provision in a legally effective manner. The above provision will apply accordingly in the event of omissions. If the invalid or void provision is a general business condition within the meaning of § 305 of the German Civil Code (BGB), § 306 Sections 1 and 2 BGB will apply in derogation of the above.