

Anlage MODYF_02

General Purchasing Conditions of Würth MODYF GmbH & Co. KG („MODYF“)

I. Scope of validity

(1) These general purchasing conditions ("purchasing conditions") apply to all business relationships with MODYF business partners and suppliers ("supplier") with respect to the delivery of movable items ("goods" or "products") and/or services, irrespective of whether the supplier furnishes the service, manufactures the products or purchases them from third parties. The purchasing conditions apply only if the supplier is a business (Art. 14 of the German Civil Code the "BGB"), a legal entity under public law or a special asset under public law.

(2) The respective version of the purchasing conditions also applies as a framework agreement to future contracts governing the sale and/or delivery of movable items and/or services with the same supplier, without the need for MODYF to refer back to them in every individual case. The respective valid version of the purchasing conditions can be found on the Internet at www.modyf.de/lieferanten.

(3) These purchasing conditions apply exclusively. MODYF shall not accept terms of business of the supplier that contradict or are different from these purchasing conditions unless MODYF has expressly agreed that they shall apply. The unconditional acceptance of a delivery by MODYF does not constitute acceptance that contradictory or differing terms of business of the supplier shall apply to the supplier's deliveries.

(4) Individual agreements reached with the supplier in individual cases (including supplementary agreements, additions and changes) shall take precedence over these purchasing conditions in all cases. In the

absence of proof to the contrary, a written contract or the written confirmation of MODYF shall be decisive with regard to the content of such agreements.

(5) Legally relevant declarations and notifications that the supplier must submit to MODYF after the contract is concluded (e.g. setting of deadlines, reminders, declaration of withdrawal) must be in writing in order to be valid.

(6) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions therefore apply if they are not directly amended or expressly excluded in these purchasing conditions.

II. Conclusion of the contract

(1) An order placed by MODYF shall be deemed to be binding no earlier than when it is submitted or confirmed in writing, whereby sending the order by remote data transfer is sufficient to meet this written form requirement. Deliveries for which there are no written orders shall not be accepted. The lack of a response by MODYF to quotations, requests or other declarations of the supplier does not imply approval unless this has been expressly agreed in writing. The supplier must inform MODYF immediately about apparent errors (e.g. clerical and calculation errors) and/or incomplete orders or missing order documents so that these can be corrected or completed. Otherwise the contract shall be deemed not to have been concluded.

(2) If the supplier does not need to change the order with regard to quantity, price or delivery deadline, MODYF shall in all cases forgo a written order confirmation. At the express request of MODYF however, the supplier must confirm the order in writing within one (1) week, or must process it without reservation.

A revised or delayed acceptance shall be deemed to be a new offer and must in all cases be approved by

MODYF. The same applies to an acceptance with extensions, limitations or other changes.

(3) The supplier's quotations, designs, samples and patterns shall be free of charge for MODYF. At the request of MODYF, the supplier must accept them back without delay and at the supplier's own expense.

III. Delivery time and delayed delivery

(1) The delivery deadline stated by MODYF in the order is binding. If it is expected that agreed delivery deadlines cannot be met, the supplier has an obligation to immediately inform MODYF in writing, stating the reasons and the probable delay. Before the agreed delivery date, part-deliveries or deliveries may only be made with the prior written agreement of MODYF.

(2) If the supplier does not render the agreed performance, does not do so within the agreed delivery time or falls into arrears, the rights of MODYF – particularly with respect to withdrawal and compensation – shall be governed by the provisions of the law. The provisions in Paragraph 3 are not affected.

(3) If the supplier is in arrears, MODYF can demand a contract penalty of 50 Euros for each customer backlog and for each item in arrears. In relation to this, the supplier renounces the plea of objection based on the continuation of the contravention. MODYF shall be entitled to demand the contract penalty in addition to performance and, as a minimum, the compensation owed by the supplier in accordance with the law. This shall not affect claims for other damages. If MODYF accepts the late delivery, MODYF shall claim the contract penalty no later than when the final payment is made.

(4) MODYF's claim to delivery shall not lapse until, at the request of MODYF, the supplier pays full compen-

sation in lieu of delivery. Acceptance of the late delivery does not constitute a waiver of claims for damages or the contract penalty.

IV. Delivery, transfer of risk, delayed acceptance, packaging

(1) Unless otherwise agreed in an individual case, deliveries shall be made "free to the door" (DDP *destination* in accordance with Incoterms® 2020) to the location stated in the order. If the destination is not stated and unless otherwise agreed, the delivery must be made to the head office of MODYF in Germany at Benzstraße 7 in 74653 Künzelsau. The respective destination is also the place of fulfillment (obligation to be performed at creditor's domicile).

(2) The delivery must be made in accordance with the respective valid version of the MODYF suppliers' code of conduct. The respective valid version of the suppliers' code of conduct can be found on the Internet at www.modyf.de/lieferanten.

(3) If the supplier or the supplier's vicarious agent culpably contravenes the regulations of the MODYF suppliers' code of conduct, MODYF shall be entitled to demand a flat handling fee of EUR 100 per delivery. In relation to this, the supplier renounces the plea of objection of the continuation of offense. MODYF shall also be entitled to invoice the supplier for the costs of reworking and other expenses incurred as a result of verifiable non-adherence to the MODYF suppliers' code of conduct. This shall not affect claims for further damages.

(4) The risk of accidental loss and/or accidental deterioration of the item is transferred to MODYF upon handover at the place of fulfillment. If an acceptance has been agreed, this is definitive for the transfer of risk.

(5) The provisions of the law shall apply upon commencement of the delay in acceptance by MODYF.

However, the supplier must expressly offer his service to MODYF even if a specific or definable calendar period has been agreed for an action or for the participation of MODYF. If MODYF delays acceptance, the supplier can demand, in accordance with the provisions of the law, compensation for the additional costs that the supplier has incurred.

V. Information obligations, subcontractors

(1) The supplier must inform MODYF in writing and in good time of changes to manufacturing processes, materials, products or services, the relocation of production facilities, changes to processes or equipment for inspecting parts or other quality assurance measures. MODYF shall be entitled to verify to the necessary extent whether the changes could have a detrimental effect on the product. When requested to do so, the supplier must furnish the documents necessary for this and allow audits to the extent required.

(2) MODYF must be informed in writing about the use of subcontractors, freelancers, sub-suppliers and other third parties (jointly "representatives") who are not employees of the supplier with regard to furnishing the performances owed to MODYF. With respect to the supplier's relationship with the representatives, the supplier must contractually ensure that all performances are rendered properly and in full, that proper furnishing of the performances can be fully monitored by means of the appropriate documentation and regular audits conducted by MODYF, and that the obligations arising from the contractual relationship with MODYF also apply in relation to the representative.

(3) Representatives shall be regarded as vicarious agents of the supplier. Irrespective of their grounds, losses, delays, faults, poor performance or other failures in the representatives' deliveries and services shall not relieve the supplier of his performance obligation arising from the contract concluded with MODYF.

(4) If it is necessary for the supplier or a representative to furnish performances on the business premises of MODYF, the supplier shall ensure that the outside company agreement presented by MODYF before the services are rendered is signed, and that both this outside company agreement and the other provisions of the company regulations are complied with in full by the persons concerned.

VI. Prices, invoices, payment conditions, off-setting and withholding payment

(1) The price stated in the order is binding. All prices are exclusive of statutory value added tax, even if this is not shown separately. This also applies to any additional services to be furnished by the supplier.

(2) Unless otherwise agreed for an individual case, the price includes all the supplier's services and additional services, along with all incidental costs (e.g. proper packaging, customs, import duty, transport costs including any transport and liability insurance).

(3) Single copies of invoices must be sent electronically to one of MODYF's central e-mail addresses, stating the invoice number, order number, quantity, price and other allocation references (esp. the MODYF item number). The central e-mail address for receiving all invoices is: rechnungseingang-mm@modyf.com. The invoices and/or credit notes must be attached as PDF files. A separate signature is not required. The individual transactions – both invoices and credit notes – must each be compiled in separate PDF files and sent in separate e-mails if possible. MODYF shall regard the receipts sent electronically by the supplier as originals. In the case of deliveries from territories outside the EU customs area, a copy of the invoice and/or a pro-forma invoice must be enclosed with the consignment.

(4) Payments shall be made in accordance with the individually agreed payment conditions. In the case of bank transfers, payment shall be deemed to have

been made on time if the MODYF transfer instruction is received by MODYF's bank before the payment deadline expires. MODYF is not responsible for delays caused by the banks involved in the payment process. Payment shall be made subject to a check of the invoice.

(5) MODYF shall owe no interest after the due date. The annual interest on defaulted payment is five (5) percentage points above the base rate. The provisions of the law shall apply if MODYF falls into arrears. In all cases however, the supplier must send a written reminder.

(6) MODYF shall have the rights of offsetting and retention as well as the plea of non-performance of the contract to the extent permitted by law. In particular, MODYF shall be entitled to retain due payments for as long as claims arising from incomplete or defective performance exist against the supplier.

(7) The supplier shall have the right of offsetting or retention only on the basis of legally recognized or undisputed counterclaims existing.

VII. Reservation of ownership and provision of goods

(1) Ownership shall be transferred unconditionally when the goods are handed over to MODYF and regardless of whether the purchase price has been paid. However, if in an individual case MODYF accepts an offer by the supplier that makes transfer of ownership conditional on payment of the purchase price, the supplier's reservation of ownership shall cease no later than when the purchase price for the delivered goods is paid. Any extended or expanded reservation of ownership on the part of the supplier shall be excluded.

(2) Processing, mixing or combining of items provided by MODYF shall be done for MODYF by the supplier. It is agreed that MODYF shall be joint owner of the

objects produced in a ratio of the value of the materials provided to the value of the products as a whole, which shall be held by the supplier on MODYF's behalf until they are handed over.

VIII. Secrecy, documents and reference

(1) For as long as and to the extent that it is not verifiably in the public domain, secrecy shall be maintained with respect to third parties on all business-related or technical information made available by MODYF, and such information may only be disseminated within the supplier's own company to persons whom it is necessary to involve in using this information for the purpose of facilitating deliveries to MODYF. These persons must likewise give an undertaking to keep this information secret.

(2) MODYF reserves ownership and copyright with respect to all documents and resources provided to the supplier by MODYF for the purpose of fulfilling an order, in particular for example drawings, illustrations, drafts, calculations, descriptions, plans, models, samples, technical specifications, data carriers, other written material, tools, parts and materials. Such documents and resources may be used solely for the contractual performance and, once the contract has been fulfilled, must be returned to MODYF in their entirety (if applicable including copies or recording that have been made). Products that are manufactured on the basis of MODYF documents and resources must neither be used by the supplier nor offered or supplied to third parties.

(3) Documents, drawings, diagrams, schematics, graphics, photographs, layout templates and other documentation - whether on data carriers, in printed form or as material being prepared for printing or going to print - as well as all samples, tools, materials and other equipment produced by the supplier within the context of executing the contract shall become the property of MODYF once they are made available.

Furthermore, MODYF shall be granted all rights of ownership, use and exploitation on all aforementioned copyrightable works insofar as is allowed by law. MODYF shall not owe any separate payment for the transfer of the aforementioned rights. This is fully included in the prices stated in the orders.

(5) Without prior written express approval, the supplier is prohibited from naming MODYF or the business relationship between the supplier and MODYF as a reference in any form.

IX. Defective delivery

(1) Unless otherwise agreed below, the provisions of the law shall apply to the rights of MODYF in the event of defects in quality and defects in title, and also in the event of the supplier breaching other obligations.

(2) According to the law, the supplier is in particular liable for ensuring that the goods are of the agreed quality when the risk is transferred to MODYF. In all cases, the product descriptions that form part of the respective contract or that are incorporated into the contract in the same way as these purchasing conditions (particularly by way of description or reference in the MODYF order) shall apply as an agreement on quality and condition. It is immaterial here whether the product description originates from MODYF or from the supplier.

(3) Contrary to Art. 442 Para. 1 Page 2 of the German Civil Code (BGB), MODYF shall also be entitled to claim for defects without restriction if the defect remained unknown due to gross negligence when the contract was concluded.

(4) The provisions of the law (Arts. 377, 381 of the German Commercial Code "HGB") shall apply to the commercial obligation to inspect and give notice of defects, subject to the following condition: MODYF's obligation to inspect shall be limited to defects that are clearly identifiable through external examination in the

receiving inspection performed by MODYF, including a check of the delivery documents and in MODYF's random-sample quality control (e.g. transport damage, wrong delivery or short shipments). No inspection is required if acceptance has been agreed on. It also depends on the extent to which an inspection is feasible, taking into account the circumstances of the individual case in accordance with proper business practice.

The obligation to give notification of defects discovered at a later point in time remains unaffected. In all instances, the complaint (notice of defect) by MODYF shall be deemed to have been made without undue delay and on time if it is received by the supplier within ten (10) working days.

(5) The costs incurred by the supplier for the purpose of inspection and rectification (including any removal and installation costs) shall also be borne by the supplier if it becomes apparent that there was in fact no defect. MODYF's liability for damages in the case of unwarranted demands for the rectification of defects shall remain unaffected. However, in such cases MODYF shall only be liable if MODYF recognized or, due to gross negligence, did not recognize that there was no defect.

(6) If the supplier does not meet his supplementary performance obligation within a reasonable period set by MODYF - at MODYF's discretion either by remedying the defect (rectification) or by delivering a faultless item (replacement) - MODYF can itself remedy the defect and demand from the supplier reimbursement for the costs incurred as a result, or demand an appropriate advance payment. If supplementary performance by the supplier was unsuccessful or unreasonable for MODYF (e.g. due to particular urgency, danger to operational safety or the imminence of disproportionate damages), it is not necessary to

allow a period of grace. MODYF shall inform the supplier immediately of such circumstances, if possible in advance.

(7) If the supplier fulfills his supplementary performance obligation by way of a replacement delivery, the limitation period for the replacement goods shall commence again from the beginning as from when said goods are delivered, unless the supplier has, in relation to the supplementary performance, expressly and properly reserved the right to effect replacement delivery based solely on goodwill, in order to avoid disputes or in the interest of continuing the supply relationship.

(8) Otherwise, according to the law MODYF shall be entitled to a reduction in the purchase price or to withdraw from the contract in the case of a defect in quality or title. In addition, according to the law MODYF shall be entitled to claim for damages and the reimbursement of expenses.

(9) In the event that MODYF finds a defect in a product delivered by the supplier or if a defect is found later following a justifiable customer complaint and MODYF must take the product back and/or block it for this reason, the supplier has an obligation to pay MODYF a flat handling fee of EUR 100. The handling fee shall not be offset against any claim for compensation. MODYF can collect defective items, particularly mass-produced items, and send them to the supplier in larger units. For every return of defective products, the supplier has an obligation to pay a flat-rate handling fee of EUR 100. In relation to this, the supplier renounces the plea of objection based on the continuation of the contravention. Furthermore, in such cases the supplier has an obligation to reimburse MODYF for the costs of any necessary reworking and other expenses.

(10) If MODYF returns on justifiable grounds products marked with the MODYF brand or if MODYF does not accept such items, the supplier must destroy these

products and must not resell them to third parties. A contract penalty of double the value of the goods - but no less than EUR 15,000 - is deemed agreed for every contravention - to the exclusion of continuation of the contravention.

X. Recourse against the supplier

(1) In addition to claims for defects, MODYF shall have unrestricted entitlement to its legally determined right to recourse within a supply chain (regress against suppliers in accordance with Articles 478 and 479 of the German Civil Code (BGB)). In particular, MODYF shall be entitled to demand precisely the type of supplementary performance (rectification or replacement) from the supplier that MODYF owes to the customer in that individual case. This shall not restrict MODYF's statutory right to choose (Art. 439 Para. 1 of the German Civil Code (BGB)).

(2) Insofar as this is both proportionate and actually feasible from a time and practical point of view, MODYF shall - if possible before acknowledgment and/or fulfillment of the claim for defects asserted by the customer (including the reimbursement of expenses in accordance with Art. 478 Para. 3 and Art. 439 Para. 2 of the German Civil Code (BGB)) - inform the supplier, provide a short explanation of the facts and request a written statement in response. If the statement is not submitted within a reasonable deadline and if no amicable solution is reached, the claim for defects effectively granted by MODYF shall be regarded as being owed to the customer. In this case, it shall be incumbent on the supplier to furnish counter-evidence.

(3) MODYF's claims in accordance with Paragraph 1 shall also apply if the goods have been further processed or enhanced by MODYF or by a customer of MODYF, e.g. through of installation, before being sold to a consumer.

XI. Product liability and insurance obligation

(1) In the event that claims are made against MODYF on the grounds of product liability, the supplier has an obligation to release MODYF from such claims if the damages were incurred as a result of a fault in the goods provided by the supplier. However, in cases of fault-based liability, this shall only apply if the supplier is to blame. Insofar as the cause of the damage lies within the supplier's area of responsibility, the supplier must prove that he is not to blame.

(2) Under his obligation to indemnify, the supplier shall reimburse all costs and expenses arising from or relating to any claims made by third parties, including for product recalls undertaken by MODYF. Prior to a product recall MODYF shall inform the supplier, give the supplier sufficient opportunity to participate and discuss with him the ways of handling the recall efficiently. This shall not be necessary if it is not possible to inform or involve the supplier due to special urgency.

(3) Otherwise, the supplier shall also be liable for damages incurred by MODYF as a result of taking appropriate precautionary measures for protection against claims arising from non-contractual liability that are attributable largely to the supplier (e.g. public promotional activities).

(4) This shall not affect further legal claims.

(5) For the duration of the contractual relationship with MODYF, the supplier must at all times maintain sufficient product liability insurance cover at the supplier's expense. At MODYF's request, the supplier must furnish proof of the taking out and existence of the product liability insurance policy.

XII. Limitation period

(1) Unless otherwise regulated in the provisions below, claims shall become time-barred in accordance with the provisions of the law.

(2) Contrary to Section 438 Para. 1 No. 3 of the German Civil Code (BGB), the general limitation period that applies to claims for defects is 3 years commencing with the transfer of risk. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for the return of third-party property (Art. 438 Para. 1 No. 1 of the BGB) shall not be affected. In addition, claims arising from defects of title shall on no account expire as long as the third party – particularly in the absence of limitation – can still invoke the law against MODYF.

(3) The limitation periods under the law governing the sale of goods or services, including the above extension, shall apply within the scope of the law to all contractual claims for defects. Insofar as MODYF is also entitled to non-contractual claims for damages because of a defect, the regular statutory limitation period (Arts. 195, 199 of the BGB) shall apply to this unless the application of the limitation periods under the law governing the sale of goods or services results in a longer limitation period in the individual case.

XIII. Export control and customs

(1) The supplier has an obligation to inform MODYF in writing as early as possible before the delivery date about any licenses required for his goods in accordance with the relevant applicable German, European (EU), United States export, customs and foreign trade law, as well as in accordance with the export, customs and foreign trade law of his goods' country of origin. The supplier must provide the following information and data for this purpose:

- The export list number in accordance with Annex AL of the German Foreign Trade Ordinance or equivalent list items of applicable export lists;
- the "Export Control Classification Number" in accordance with the "U.S. Commerce Control List" (ECCN) if the goods are subject to the "U.S. Export Administration Regulations" (EAR);
- the statistical goods number (HS/KN code);
- the country of origin (commercial/non-preferential origin), key to the origin codes: D = third country / E = EU / F = EFTA;
- (Long-term) suppliers' declarations of preferential origin (in the case of EU suppliers) or certificates of preferences (in the case of non-EU suppliers);
- all other information and data that MODYF requires for exporting and importing and, in the case of resale, for re-exporting the goods.

The supplier has an obligation to immediately inform MODYF in writing about all changes to this information and data.

(2) If the supplier fails to meet his obligations as described in Paragraph 1, the supplier shall be responsible for all costs, damages and other disadvantages incurred by MODYF as a result (e.g. additional charges for foreign import duty, fines). This shall not apply if the supplier is not responsible for breaching the obligation.

XIV. Compliance with regulations

(1) The supplier has an obligation to comply with the recognized technical rules (particularly DIN EN stand-

ards) and the laws governing product safety (particularly the Product Safety Act), national and/or international minimum labor standards, gives an assurance that all valid statutory and official provisions shall be complied with in full within the context of the business relationship.

(2) The supplier must ensure that all representatives engaged by the supplier who are in any way involved in the manufacture of the products delivered to MODYF by the supplier comply with the obligations listed in the above paragraphs (1) to (3).

(3) The supplier shall furthermore ensure that the products delivered by the supplier comply with the provisions of Ordinance (EC) No. 1907/2006 governing the registration, evaluation, authorization and restriction of chemicals ("REACH-VO"). Insofar as is necessary under the provisions of the REACH-VO and if the substance in question is not exempt from registration, the substances contained in the supplier's products are pre-registered or registered upon expiry of the transitional periods. Furthermore, the Supplier undertakes, in accordance with Regulation (EU) No. 2019/1021 on Persistent Organic Pollutants ("POP Regulation"), not to produce, place on the market or use any POPs listed in Annexes I and II.

(4) Suppliers based in countries outside the EU undertake to appoint an Only Representative ("OR") in accordance with Art. 8 of the REACH-VO and based in the EU, whose name and address must be passed on to MODYF. The OR assumes all registration and other REACH obligations of the supplier. If the OR has performed a pre-registration or a registration, MODYF must be notified of this, stating the registration number. The supplier must inform MODYF immediately if the OR changes or if the OR ceases activity.

(5) The supplier shall give an assurance that the products that he supplies do not contain any substances on

the so-called candidate list as defined by Art. 59 Paragraphs (1) and (10) of the REACH-VO. The supplier undertakes to inform MODYF in writing immediately if - for whatever reason - products supplied by him contain substances on the candidate list. This applies particularly if the candidate list is extended or added to. The supplier shall name the individual materials and provide the most accurate possible information about their percentages by mass.

(6) If hazardous materials as defined by the Hazardous Substances Ordinance are supplied, or products in the case of which the release of such materials during their use cannot be excluded, the supplier must - without being requested to do so - provide MODYF or the service provider engaged by MODYF with the data required to compile the safety data sheet.

(7) The supplier also undertakes to ensure that the products that he provides meet all the requirements of the Ordinance (EC) No. 1272/2008 ("CLP-VO"). In particular, non-EU suppliers shall ensure that their OR has made the entry in the Classification and Labeling Inventory in line with Art. 39-42 of the CLP-VO for the products supplied.

(9) In the event that the supplier contravenes one of the aforementioned obligations, the supplier shall exempt MODYF, the companies associated with MODYF as well as their customers from all costs, third-party claims (particularly direct or indirect claims for damages) and other disadvantages (e.g. fines) resulting from infringement of the aforementioned provision. This shall not apply if the supplier is not responsible for breaching this obligation. Furthermore, MODYF shall at all times be entitled to immediately cancel the relevant order and to refuse acceptance of the delivery in question without incurring any costs as a result. This shall not affect any existing claims for damages. A cancellation or a refusal of acceptance shall not be construed as a waiver of any claims for damages.

XV. Choice of law and place of jurisdiction

(1) The law of the Federal Republic of Germany shall apply to these purchasing conditions and to all legal relationships between MODYF and the supplier, to the exclusion of international uniform law and the UN Convention on the International Sale of Goods (CISG) in particular. Conditions and consequences of the reservation of ownership shall be governed by the law that applies to the place where the goods are located if the choice of German law is not permitted or is invalid under the national law.

(2) If the supplier is a merchant as defined in Arts. 1 ff. of the German Commercial Code (HGB), a legal entity under public law or a special asset under public law, the exclusive international place of jurisdiction for all disputes arising from or relating to the contractual relationship shall be Künzelsau, Germany. However, MODYF shall also be entitled to bring a case in the place of fulfillment for the delivery commitment.

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Date

Signature supplier