

CONDITIONS OF PURCHASE

OETINGER Aluminium GmbH

(Status 07/2022)

§ 1

Validity

1. The following terms and conditions shall apply exclusively to all our orders for goods and services (hereinafter referred to as "delivery item") as well as to the conclusion of contracts for work and services. The terms and conditions shall also apply to all future business relations between the supplier and us without us having to refer to them again in each individual case; we shall inform the supplier immediately of any changes to our terms and conditions. Deviating, conflicting or supplementary terms and conditions of the supplier shall only apply if we have expressly agreed to their validity in writing in the individual case. The terms and conditions shall only apply if the supplier is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
2. Our orders and order changes shall be made either by letter or by fax or e-mail. Verbal orders and order changes are only binding if they are confirmed by us in text form. Individual agreements made with the supplier in individual cases (including subsidiary agreements, supplements and amendments) shall in any case take precedence over these terms and conditions.
3. Each order or its amendment shall be confirmed by the supplier in text form. If we have an ongoing business relationship with the supplier, the contract shall be concluded upon acceptance of the order or, if the supplier does not reject on this, after the expiry of 2 weeks.
4. Supply contracts shall also be concluded if the supplier begins with their execution in accordance with the content of our offer.

§ 2 Quality

1. The supplier guarantees that the delivery item corresponds to the specified classification, is suitable for the intended use and is of excellent quality with regard to materials used and complies with the agreed specifications, quality requirements and samples.
2. The mixing of scrap of different qualities shall be avoided. Adhering foreign material and impurities will be determined by us after receipt of the goods and deducted in accordance with our factory findings. The supplier must take back sorted foreign material at his own expense.
3. At the time of handover or acceptance, the delivery item must comply with the applicable statutory regulations, in particular the accident prevention regulations and the generally recognised safety and occupational health regulations as applicable in the country in which the handover or acceptance of the delivery item takes place. Unless otherwise agreed, models, moulds, tools, films and other documents which have been manufactured or procured by the supplier exclusively for the execution of the order shall become our property upon payment of the agreed remuneration, even if they are in the possession of the supplier. These items are to be handed over to us upon request.
4. All documents and devices provided to the supplier for the manufacture of the delivery item shall remain our property. They may not be used by the supplier for other purposes, reproduced or made accessible to third parties. Upon request, they shall be returned to us together with all copies. There shall be no right of retention in this respect.
5. The supplier guarantees that the hardware and software supplied do not contain any copy protection devices, date or programme locks or similar restrictions on use and are free of third-party rights. He grants us a transferable right of use and exploitation of the delivered software, unlimited in time and place.
6. The supplier shall be responsible for the proper packaging of the delivery item. The packaging must be carried out in such a way that transport damage can be largely excluded. In this respect, the Supplier shall observe the regulations on packaging and

labelling applicable in the respective country to which the delivery item is delivered in accordance with the contract. Upon request, the supplier shall take back the packaging at his own expense.

§ 3 Prices

1. The prices quoted by us are exclusive of the applicable value added tax, if any.
2. The agreed prices include the costs for packaging, customs and border costs, insurance costs, transport and unloading costs free place of performance.
The place of performance shall be the place of destination according to the order.
3. Unless otherwise agreed, the payment period shall be 30 days after receipt of invoice, receipt of goods and approval. We are entitled to deduct a discount of 1% for payments within 10 days.
4. The invoice must be submitted separately after delivery and not enclosed with the consignment. The invoice shall be based exclusively on the weights determined in our factory. In the case of wagon consignments, the weights determined on the railroad scales by weighing the wagon full and empty shall apply. If an underweight is determined, weighing slips will be issued on request. Invoicing shall continue to be based on the factory findings carefully determined by us. The supplier must raise objections to the settlement within 4 weeks of receipt.

§ 4 Assignment, Set off

1. The supplier is not entitled to assign or sell its claims against us without our prior written consent, which may not be unreasonably withheld. If, contrary to sentence 1, the supplier assigns its claims against us to a third party without our consent, the assignment shall nevertheless be effective. However, we may at our discretion make payment to the supplier or the third party with discharging effect.
2. The supplier's rights of retention are excluded unless his claims are undisputed or have been legally established. The supplier may only offset against our claims those claims which are undisputed or have been established as final and absolute. This does not apply if the supplier's claims are based on the same legal relationship.
Offsetting in the context of an ongoing legal dispute by the supplier is permissible provided that its claim is ready for a decision at the time of the declaration of offsetting.

§ 5

Terms of delivery and delivery time

1. If delivery terms are specified in the order, they shall be interpreted in accordance with the INCOTERMS in the version applicable at the time of the order.
2. Agreed delivery times must be observed without fail. If no delivery time has been agreed, delivery shall be made immediately after conclusion of the contract.
3. In the event of short-time working, interruptions of operations and other cases of business interruption which prevent us from accepting deliveries through no fault of our own, the contracting parties shall, as far as possible, agree on a revised delivery date. Insofar as the contractual relationship does not include the acceptance of deliveries, the mutual obligations in these cases shall be suspended for the duration of the event. We will inform the supplier in good time if possible.
4. As soon as the supplier can assume that he will not be able to deliver on time or in full, he must inform us immediately in text form, stating the reasons and the expected duration of the delay. In doing so, the supplier must inform us of the measures it is taking to avoid the delivery disruption or to mitigate its effects.
5. If the delivery time is culpably exceeded, the supplier shall pay a contractual penalty of 0.2% per working day, but not more than 5% of the net order amount. We are entitled to demand the contractual penalty in addition to performance and as a minimum amount of damages owed by the supplier in accordance with the statutory provisions; we expressly reserve the right to claim further damages. If we accept the delayed performance, we shall assert the contractual penalty with the final payment at the latest.

§ 6

Force majeure

Events of force majeure, including in particular industrial disputes, strikes, riots, wars and similar military conflicts, official measures, pandemics and other unforeseeable, unavoidable and serious events, shall release the contracting parties from their performance obligations for the duration of the disruption and the extent of its impact. The contracting parties are obliged to provide the other contracting party with the necessary information, to do everything in their power to eliminate or mitigate the disruption caused by the event and to look for alternatives to ensure the fulfilment of their contractual obligation.

§7

Defect Inspection, Defect Claims, Third Party Property Rights, Product Liability

1. Upon delivery of the delivery item, we shall carry out the following examinations within 10 working days:
 - Identification check on the basis of the labelling and the delivery documents,
 - Inspection for obvious defects and for externally visible transport damage,
 - Estimation of the delivered quantity.

We shall immediately notify the supplier in writing or in text form of any defects in the delivery item discovered during this inspection or at a later date. In all other respects, the supplier waives any further inspection of incoming goods as well as the associated obligations to inspect and give notice of defects.

2. If for reasonable reasons the delivery of the delivery item takes place at a place where no authorised representative of ours is present, the supplier waives an inspection of the delivery item. In this case, we are obliged to notify a defect in writing without delay when it becomes known to us.
3. Deviating Section 442 (1) sentence 2 of the German Civil Code (BGB), we shall also be entitled to unlimited claims for defects even if the defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence.
4. If the supplier has the delivery item manufactured or delivered by a third party, the supplier shall be responsible for the fault of the third party to the same extent as for its own fault.
5. The limitation period for claims for defects is 36 months, except in the case of services for buildings. A timely notice of defects suspends the limitation period until the supplier rejects the defect claim.
6. The supplier warrants that the delivery item and the manufacturing process do not infringe any third-party rights and that the resale or processing of the delivery item does not infringe any industrial property rights or other third-party rights.

The supplier shall be liable for the expenses and damages (including legal costs) arising

from the infringement of third party rights and shall indemnify us against all claims arising from the use of such rights.

7. Insofar as the supplier is responsible for product damage, he shall be obliged to indemnify us against claims for damages by third parties upon first request if the cause of the damage lies within his sphere of control and/or organisation and he himself is liable in relation to third parties. In this context, the supplier shall also be obliged to reimburse us for any additional costs pursuant to Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with a claim by a third party including a recall action carried out by us. We shall inform the supplier - as far as possible and reasonable - of the type and scope of recall measures to be carried out and give him the opportunity to comment.
8. Insofar as personnel work for the supplier, including at the plant location determined by us, the supplier shall ensure that the personnel observe the applicable operational safety and accident prevention regulations. He shall be obliged to employ, pay and insure the personnel in accordance with the statutory provisions applicable to the plant location.

§ 8

Retention of Title

1. Insofar as the supplier reserves title to the delivery item until full payment of the agreed price, this reservation of title is recognised by us, whereby the extension forms of the so-called current account reservation and group reservation do not apply.
2. Any processing, mixing or combination (further processing) by the supplier of items provided by us shall be carried out on our behalf. The same shall apply in the event of further processing of the delivery item by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions. We shall remain authorised to resell the delivery item in the ordinary course of business even before payment of the purchase price. This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

§ 9

Secrecy

1. The supplier undertakes towards us to keep our business and trade secrets secret and to maintain strictest secrecy towards any third party. By business and trade secrets we mean all communications, information, plans, drawings, calculations, (procedural) technical know-how, design details, operating data, calculations and customer information, irrespective of whether these originate from us or from one of our business partners, and furthermore irrespective of the data carrier on which they are stored, insofar as these are not in the public domain or become so without breaching this confidentiality obligation.
2. Business and trade secrets may only be disclosed by the supplier to third parties if we have given our written consent, stating the identity of the third party and the scope of the business and trade secrets.
3. Insofar as the business and trade secrets are on data carriers of whatever kind which come into the possession of the supplier, the ownership thereof shall remain with us. They must be kept in a locked place and surrendered without restriction at any time upon our request. A right of retention to the data carriers is excluded.
4. The confidentiality obligation shall remain in force even after the termination of our business relationship with the supplier, namely as long as the business and trade secrets have not become public knowledge, for which the supplier shall bear the burden of proof.

§ 10

Termination of Contract

1. We shall be entitled, without prejudice to our other rights, to terminate the contract with immediate effect if
 - a. the supplier is in default with two or more individual deliveries in full or to a considerable extent,
 - b. the financial circumstances of the supplier deteriorate significantly, which leads us to expect that the supplier will no longer be able to meet its obligations under the supply contract in the long term.

2. In the event of termination, we shall be entitled, at our reasonable discretion, either to retain the delivery item already delivered against payment of the pro rata remuneration or to return it at the supplier's expense concurrently against repayment of payments already made by us. In addition, we shall be entitled to claim damages for partial or complete non-performance of the contract.

§ 11 **Final provisions**

1. Our legal relations with the supplier shall be governed by the law of the Federal Republic of Germany, excluding, however, the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The supplier undertakes to comply with the respective statutory regulations on the treatment of employees, environmental protection and occupational safety. Furthermore, the supplier shall observe the "Ten Principles" of the UN Global Compact Initiative (Davos 01/99) as well as the principles and rights laid down by the International Labour Organization (ILO) in the "ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up" (Geneva, 06/98).

The supplier is obliged not to commit any acts or to refrain from any acts which may lead to criminal liability due to fraud or breach of trust, insolvency offences, offences against competition regulations, granting of advantages, acceptance of advantages, bribery, corruption or comparable offences of persons employed by the supplier or other third parties. In the event of a violation of the above, we shall have the right to rescind or terminate for good cause all existing legal transactions with the supplier and to break off all contractual negotiations. Notwithstanding the foregoing, the supplier shall be obliged to comply with all laws and regulations concerning him and the business relationship with us.

3. For merchants, legal entities and special funds under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the court in whose district we have our registered office. However, we are also entitled to bring an action at the general place of jurisdiction of the supplier.
4. Should any provision of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions.

The contracting parties shall agree on a substitute provision which takes into account the interests of both parties.

