

**General Terms and Conditions of Purchase of
Stanger Produktions- und Vertriebs GmbH,
Ferdinand-Porsche-Strasse 2, 32339 Espelkamp,
Germany**

Section 1 Scope

- (1) These General Terms and Conditions of Purchase (GTCP) apply to all business relationships between us, Stanger Produktions- und Vertriebs GmbH (“Stanger”), and our business partners and suppliers (“Sellers”). The GTCP only apply if the Seller is a trader (Section 14 German Civil Code / BGB), a legal entity under public law or a special fund under public law.
- (2) The GTCP apply in particular to contracts for the sale and/or delivery of movable products (“Goods”), regardless of whether the Seller manufactures the Goods or purchases them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GTCP shall apply in the version valid at the time of the order or, in any case, in the version last communicated to the Seller in writing as a framework agreement for similar future contracts, without Stanger having to refer to them again in each individual case.
- (3) These GTCP apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the Seller shall only become part of the contract if and to the extent that Stanger has expressly agreed to their validity in writing. This requirement of consent shall apply in all cases, e.g., even if the Seller refers to his general terms and conditions in the order confirmation and Stanger does not expressly object to this.
- (4) Individual agreements (e.g., framework agreements for supplies, quality assurance agreements) and information contained in the order placed by Stanger shall take precedence over the GTCP. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- (5) References to the applicability of statutory provisions are meant for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

Section 2 Form

Legally relevant declarations and notifications by the Seller in relation to the contract (e.g., setting deadlines, reminders, withdrawal) must be made in writing. The written form within the meaning of these GTCP includes written and text form (e.g., letter, email, fax). Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, shall remain unaffected.

Section 3 Conclusion of a contract

- (1) The order placed by Stanger shall only be considered a binding order once written confirmation has been issued. The Seller must notify Stanger of any obvious errors (e.g., calculation and typing errors) and omissions in the order, including the order documents, for the purpose of correction or completion prior to acceptance; otherwise, the contract shall be deemed not to have been concluded.
- (2) The Seller shall confirm the order from Stanger in writing within a period of 10 working days or, in particular, execute it without reservation by dispatching the Goods (acceptance).

- (3) Late acceptance shall be regarded as a new offer and requires acceptance by Stanger.

Section 4 Delivery period and default of delivery

- (1) The delivery period specified by Stanger in the order shall be binding.
- (2) The Seller is obliged to inform Stanger without delay and in writing if it is likely that he will not be able to meet the agreed delivery periods, regardless of the reasons for this.
- (3) If the Seller fails to perform his obligations or fails to do so within the agreed delivery period, or if he is in default, the rights of Stanger shall be determined in accordance with the statutory provisions. The provisions in paragraph 4 shall remain unaffected.
- (4) If the Seller is in default, Stanger may, in addition to any statutory claims, demand lump-sum compensation for the damage caused by the delay in the amount of 0.5% of the net price per completed calendar week, but not more than 5% of the net price of the Goods delivered late. Stanger reserves the right to prove that higher damages have been incurred. The Seller reserves the right to prove that no damage or only significantly lower damage has been incurred.
- (5) The Seller is not entitled to make partial deliveries without Stanger's prior written consent.

Section 5 Passing of risk

- (1) Even if shipment has been agreed, the risk shall only pass to Stanger when Stanger hands over the Goods at the agreed destination.
- (2) If acceptance has been agreed, acceptance shall be decisive for the transfer of risk.
- (3) Delivery or acceptance shall be deemed to have taken place if Stanger defaults in taking delivery of the purchased Goods.

Section 6 Performance, delivery, default in taking delivery

- (1) Without Stanger's prior written consent, the Seller is not entitled to have the service owed by him performed by third parties (e.g. subcontractors). The Seller bears the procurement risk for his services, unless otherwise agreed in individual cases (e.g. restriction to stock).
- (2) Deliveries within Germany shall be made DDP in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract to the location specified in the order. If the destination is not specified and no other agreement has been made, delivery shall be made to Stanger's registered office in Espelkamp. The respective destination is also the place of performance for the delivery and any subsequent performance (obligation to perform at Stanger's address).
- (3) A delivery note must be enclosed with the delivery. If this note is missing, Stanger shall not be responsible for any resulting delays in processing and payment.
- (4) If Stanger has specified an order number, inventory number, item number, or a similar information when placing the order, the Seller is obliged to note this number in all correspondence and on all shipping documents and delivery notes. The processing costs incurred by Stanger as a result of incorrect notes and the costs of any delays caused by this may be charged to the Seller and immediately offset against the supplier's invoice.

- (5) The statutory provisions shall apply to the occurrence of any default in taking delivery of the purchased Goods by Stanger. However, the Seller must expressly offer his / her performance to Stanger in any case, even if a specific or determinable calendar time has been agreed for an action or cooperation on Stanger's part (e.g., provision of material). The statutory provisions shall also apply to the consequences of any default in taking delivery of the purchased Goods.

Section 7 Prices and terms of payment

- (1) The price specified in the order shall be binding. All prices include statutory value added tax, unless this tax is shown separately.
- (2) Unless otherwise agreed, the price includes all services and ancillary services provided by the Seller as well as all ancillary costs.
- (3) Stanger shall pay the agreed price within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If payment is made within 14 calendar days, the Seller shall grant Stanger a 3% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before the expiry of the payment deadline. Stanger is not responsible for delays caused by the banks involved in the payment process. The relevant statutory provisions apply to late payments.
- (4) Stanger is entitled to the right of set-off and right of retention as well as the defense of non-performance of the contract to the extent permitted by law. In particular, Stanger is entitled to withhold due payments as long as Stanger still has claims against the Seller for incomplete or defective services.
- (5) The Seller only has a right of set-off and / or retention in the case of legally established or undisputed counterclaims.

Section 8 Confidentiality, data protection, and retention of title

- (1) Stanger reserves ownership rights and copyrights to illustrations, plans, drawings, calculations, instructions for implementation, product descriptions, and other documents. Such documents shall be used exclusively for the contractual service and returned to Stanger upon completion of the contract. The documents shall be treated as secret vis-à-vis third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and legal regulations on the protection of secrets shall remain unaffected.
- (2) Paragraph 1 shall apply accordingly to substances and materials as well as tools, templates, samples, and other items provided by Stanger. Such items shall be stored separately at the Seller's expense and secured against destruction and loss in a reasonable manner as long as they are not processed.
- (3) The Seller undertakes to comply with all data protection regulations. Personal data may only be processed within the framework of the relevant statutory provisions.
- (4) Any processing, mixing, or combining (further processing) of items provided by the Seller shall be carried out on behalf of Stanger. The same applies to further processing of the delivered Goods by Stanger, so that Stanger is considered the manufacturer and acquires ownership of

the product and at the latest upon further processing, Stanger acquires ownership of the product in compliance with statutory provisions.

- (5) The transfer of ownership of the Goods to Stanger must take place unconditionally and regardless of payment of the price. However, if Stanger accepts an offer from the Seller to transfer ownership in an individual case, conditional upon payment of the purchase price, the Seller's retention of title shall expire upon payment of the purchase price for the delivered Goods, at the latest. Stanger remains authorized in the ordinary course of business to resell the Goods even before payment of the purchase price, with advance assignment of the resulting claims (alternatively, simple retention of title extended to resale shall apply). This excludes all other forms of retention of title, in particular extended retention of title, transferred retention of title, and retention of title extended to further processing.

Section 9 Warranty Claims

- (1) In the event of defects, Stanger shall be entitled to the full statutory claims. However, the warranty period shall be 30 months, notwithstanding the above.
- (2) Subsequent performance shall also include the removal of the defective Goods and their reinstallation, provided that the Goods, in accordance with their nature and intended use, were installed in another item or attached to another item before the defect became apparent; Stanger's statutory claim for reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor, and material costs, as well as any removal and installation costs, shall be borne by the Seller even if it turns out that there was in fact no defect. Stanger's liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, Stanger shall only be liable if it was revealed or not revealed due to gross negligence that there was no defect.
- (3) Deviations in quality and quantity shall in any case be deemed to have been reported in good time if Stanger notifies the Seller within 5 working days of receipt of the Goods by Stanger. Hidden material defects shall in any case be considered as reported in good time if the notification is made to the Seller within 5 working days of discovery.
- (4) By accepting or approving samples or specimens submitted, Stanger does not waive any warranty claims.
- (5) Upon receipt of the written notification of defects from Stanger by the Seller, the limitation period for warranty claims shall be suspended until the Seller rejects the claims or declares the defect to have been remedied or otherwise refuses to continue negotiations on Stanger's claims. In the event of replacement delivery and correction of defects, the warranty period for replaced and repaired parts shall recommence, unless Stanger had to assume, based on the supplier's conduct, that the supplier did not consider himself obliged to take such action, but only undertook the replacement delivery or correction of defects as a gesture of goodwill or for similar reasons.

Section 10 Product liability

- (1) The Seller is responsible for all claims asserted by third parties for personal injury or property damage attributable to a defective product delivered by the Seller and is obliged to indemnify Stanger against any resulting liability. If Stanger is obliged to carry out a recall campaign vis-à-vis third parties due to a defect in a product delivered by the Seller, the Seller shall bear all costs associated with the recall campaign.

- (2) The Seller shall maintain, at his / her own expense, product liability insurance with a coverage amount of at least €1,000,000.00, which, unless otherwise agreed between the parties in individual cases, does not need to cover the recall risk or punitive or similar damages. The Seller shall submit a copy of the liability insurance policy upon request at any time.

Section 11 Recourse against supplier

Stanger is entitled to the statutory claims for expenses and recourse within a supply chain (recourse against supplier pursuant to Sections 478, 445a, 445b, and 445c, 327(5), and 327u German Civil Code) without any restriction in addition to claims for defects.

Section 12 Limitation of actions for claims

Except in the cases specified in Section 9 (1) of these GTCP, the mutual claims of the contracting parties shall become time-barred in accordance with statutory provisions.

Section 13 Governing law and jurisdiction

- (1) These GTCP and the contractual relationship between Stanger and the Seller shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) If the Seller is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of Stanger in Espelkamp. The same shall apply if the Seller is a trader within the meaning of Section 14 of the German Civil Code. However, Stanger shall in all cases also be entitled to take legal action at the place of performance of the delivery obligation in accordance with these GTCP or an individual agreement having higher priority or at the general place of jurisdiction of the Seller. Legal provisions having higher priority, in particular those relating to exclusive jurisdiction, shall remain unaffected.

Section 14 Severability clause

Should any provision of these GTCP or any provision within the scope of other contractual agreements with Stanger be or become invalid, this shall not affect the validity of the remaining provisions of these terms and conditions / agreements. In this case, the contracting parties shall replace the invalid provision with a provision that comes as close as possible to it in terms of commercial success.