

General Conditions of Purchase of KLUDI GmbH & Co. KG

1. Scope

- 1.1. We conclude contracts with entrepreneurs (Sections 310 (1), 14 German Civil Code (BGB)), legal entities under public law and special funds under public law for deliveries and services to be provided by us based only on our valid General Terms and Conditions of Purchase (GPCs).
- 1.2. Our GPCs apply also to all future contracts in the ongoing business relationship with our supplier. The supplier may view and download our GPCs online at any time at www.kludi.com. Upon request, we would be pleased to send the GPCs to the supplier at any time free of charge.
- 1.3. Any General Terms and Conditions of the supplier are hereby rejected. Any Terms and Conditions of business or sale of the supplier that conflict with, deviate from, supplement or unilaterally contradict our GPCs shall not apply, even if we do not expressly object to them or provide or accept services without reservation, unless we have expressly agreed to such Terms and Conditions in writing in the individual case.

2. Contract conclusion

- 2.1. If the supplier submits an offer to us or if the supplier's order confirmation deviates from our order, the contract shall be concluded only upon receipt of our order confirmation. The technical documents, drawings, material specifications as well as other data enclosed with an offer are an integral part of the offer.
- 2.2. If we have made an offer to conclude a contract that is "non-binding", we are free to revoke such until we receive the supplier's offer acceptance. The binding nature of an offer we have made becomes obsolete no later than 10 working days after the supplier receives the offer if the supplier does not confirm the offer in writing within this period.
- 2.3. The supplier is bound by its offer for 4 weeks after we receive such.
- 2.4. When the supplier creates offers and proposes projects, this is non-binding and free-of-charge for us.
- 2.5. We may demand alterations to the delivery item in terms of design and configuration provided that such are reasonable for the supplier. In the process, effects particularly in terms of additional or reduced costs, as well as delivery dates, shall be mutually agreed appropriately.

3. Prices, invoices, payments

- 3.1. The price stated in the order is binding. Price alterations during the contractual term require mutual agreement and must be confirmed in writing. If the supplier reduces its prices in the period between the order and delivery, these reduced prices apply. All prices include statutory value-added tax provided that this is not itemised separately.
- 3.2. Invoices shall include all necessary evidence and references to the order data (invoice date, delivery date, order items, order number, etc.). Payment periods do not commence until we receive an invoice that is verifiable.
- 3.3. If nothing else is agreed in the specific case, the price includes all services and ancillary services of the supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including potential transport and third-party liability insurance).
- 3.4. If nothing else is agreed in the specific case, we render payments within 14 days of the goods having been delivered and us receiving a verifiable invoice with 3 % cash discount or within 90 days without deductions. The deadlines for payments we owe are deemed met when our payment remittance order is received by our bank with appropriate funds in the account; we are not responsible for delays by the banks involved.
- 3.5. We are entitled to the statutory scope of offsetting and retention rights, as well as the objection of unfulfilled contract. We are particularly entitled to withhold due payments for as long as we

still hold entitlements against the supplier due to incomplete or faulty services.

- 3.6. The supplier is not entitled to assign its demand against us or to allow a third party to collect such without our prior consent. For assignments in advance as part of a reservation of title by suppliers of the supplier, approval is given only subject to the provision that a set-off by us with counterclaims acquired subsequent to notice of such assignments is admissible.

- 3.7. We do not owe any default interest. In the event of default, the statutory provisions apply.

4. Deadlines and time periods, contractual penalty

- 4.1. The delivery or service period agreed with the supplier is binding. The supplier is obligated to inform us in writing immediately if it expects that it will not be able to meet the agreed delivery periods.
- 4.2. The delivery deadline or the delivery period is deemed met when we receive the goods. This applies also to shipping papers, operating instructions, technical documents and other certifications forming part of the supplier's service.
- 4.3. If the date on which the delivery shall take place at the latest can be determined by the calendar based on the contract, the supplier enters arrears upon expiry of this day without this requiring a warning notice from us.
- 4.4. Accepting delayed deliveries does not amount to waiving entitlements based on these arrears.
- 4.5. For each week or part thereof of delivery arrears, we are entitled to demand a contractual penalty of 0.5 %, up to a maximum of 5 %, of the order value of the delayed goods delivered in each case. The reservation of asserting the contractual penalty may also be declared following acceptance up until the time that the final payment is made. Further rights may be asserted. The contractual penalty shall be added to the default loss to be reimbursed by the supplier.

5. Delivery condition, transfer of title, spare parts

- 5.1. If nothing else is agreed in the specific case, the delivery is rendered pursuant to the "DDP" delivery condition (Incoterms 2020).
- 5.2. The transfer of title of the goods to us shall take place without reservation and without taking into account price payment. However, if we accept an offer from the supplier to transfer title on condition of payment of the purchase price in a specific case, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. We shall remain entitled to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising therefrom (alternatively validity of the simple reservation of title extended to the resale). This by all accounts excludes all other forms of reservation of title, particularly the reservation of title that is extended, forwarded and extended for the duration of further processing.
- 5.3. The supplier is obligated to stock spare parts for the products delivered to us for a period of at least 10 years after the final delivery. If the supplier intends to terminate production of spare parts for the products delivered to us, the supplier shall inform us of this immediately after the termination decision is taken.

6. Confidentiality

- 6.1. "Confidential Information" within the meaning of the following confidentiality agreement shall be all information about us (e.g. data, documents, drawings, samples and expertise) which is/was made available to the supplier within the scope of this agreement and/or the negotiations relating to this agreement and which is/are marked as confidential or which by its nature is recognisably confidential. Whether and in which carrier medium the Confidential Information is embodied is irrelevant; in particular, oral information is also included.
- 6.2. The supplier is obliged to treat the Confidential Information as

strictly confidential and not to disclose or make it available to third parties without our written consent. The supplier shall implement suitable precautions to protect the Confidential Information, however at least those precautions with which the supplier protects particularly sensitive information about its own company and appropriate confidentiality measures consistent with Section 2 (1) no. 2 letter b Trade Secret Protection Act (GeschGehG).

6.3. A receiving party must not obtain business secrets by observing, investigating, reverse engineering or testing products, samples or other associated Confidential Information provided by a party when the receiving party is in lawful possession of these products, samples or other Confidential Information. This prohibition ceases as soon as we make the affected product, specimen or other Confidential Information public.

6.4. The supplier's confidentiality duties do not apply to such information for which the supplier can prove that

- we provided written consent in the specific individual case to the supplier forwarding or using the information;
- the information was evident before this confidentiality declaration was concluded;
- the supplier obtained the information from a third party before this confidentiality declaration was concluded or received such afterwards from a third party without violating this confidentiality declaration, provided that the third party in each case is in lawful possession of the Confidential Information and the forwarding of this information does not violate a confidentiality obligation to which the third party was subject; or
- the supplier is obligated to divulge the Confidential Information by statute or based on regulations of a stock exchange or due to an enforceable order by a responsible court or a responsible authority.

6.5. This confidentiality declaration enters into effect when this contract is concluded and ends five years after the business relationship ceases.

7. Delivery or service violating the contract

7.1. The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, manuals or operating instructions) and in the event of other breaches of duty by the supplier, unless otherwise stipulated below.

7.2. The supplier is liable particularly for the goods containing the agreed or usually assumed condition, particularly for them being state of the art.

7.3. The statutory investigation and complaint duties apply pursuant to Section 377 German Commercial Code (HGB): our inspection duty at the time of goods receipt is restricted to faults that can be recognised by externally inspecting the goods including the delivery papers.

7.4. We hold recourse entitlements within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 BGB) as well as unrestricted fault entitlements. We are particularly entitled to demand the type of supplementary performance from the supplier as we owe to our purchaser in the specific case. This does not restrict our statutory right to choose (Section 439 (1) BGB).

8. Liability

8.1. The supplier is liable for violating contractual duties according to the statutory provisions.

8.2. The supplier is responsible for all asserted third-party claims that can be traced back to a product it has delivered. In this regard, the supplier shall release us from liability towards third parties at the first demand to do so.

8.3. The supplier shall bear all necessary expenditure arising as part of a recall campaign due to a faulty product caused by the supplier.

9. Intellectual property

9.1. When the contract is concluded, the supplier does not acquire any rights to illustrations, drawings, models, plans, software, samples and other documents if not absolutely necessary to execute the contract. Therefore, all of our rights to illustrations, drawings, models, plans, software, samples and other documents including copyrights, trademark rights, company rights and rights to expertise remain with us. Illustrations, drawings, models, plans, software, samples and other documents from the customer must not be reproduced or distributed or divulged to third parties.

9.2. Upon demand or if the order is not awarded, the illustrations, drawings, models, plans, software, samples and other documents shall be returned to us immediately.

9.3. The supplier is also liable for ensuring that the goods it delivers do not violate third-party property rights in European Union countries or other countries in which it manufactures the products or allows manufacturing to take place.

9.4. If we are subject to a third-party claim due to a property right violation of the delivered goods, the supplier at its choosing and its own cost shall either obtain a right to use the affected goods or alter such so that the property right is no longer violated. The supplier releases us to this extent from all third-party claims in full including costs of legal defence and/or legal prosecution upon the first written demand.

10. Privacy

10.1. We and the supplier are obliged to collect and process the data collected in connection with the conclusion and performance of the contract only in accordance with the statutory provisions.

10.2. For details on this, the supplier can review our Privacy Policy, available for download at www.kludi.com/en

11. Other provisions

11.1. The supplier must not allow third parties (e.g. subcontractors) to render the service it owes or to render such as a partial service without our prior written consent.

11.2. The place of fulfilment shall be our place of business in Menden.

11.3. German law shall apply with exclusion of the United Nations Convention on the International Sale of Goods (CISG).

11.4. The place of jurisdiction for all disputes from trade transactions with full merchants and legal public law persons for both parties is Arnsberg (Section 38 German Code of Civil Procedure). However, we are also entitled to take legal action at the supplier's general place of jurisdiction.

11.5. Amendments or additions to these GPCs must be made in writing to become effective. This applies also to waiving this requirement for written form or a deviation therefrom.

11.6. If individual provisions of these GPCs or the delivery transaction are or become wholly or partially ineffective, this does not alter the effectiveness of the remaining provisions or remaining parts of such clauses. An effective regulation replaces the ineffective clause coming as close as possible to the objective of the ineffective clause.

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