



General Terms and Conditions of Purchase of

H+B technics GmbH+ Co.KG

Section 1 General - Scope

- (1) Our Terms and Conditions of Purchase shall apply exclusively; we shall not recognise any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
- (2) All agreements made between us and the supplier for the purpose of executing this contract shall be set down in writing in this contract.
- (3) Our Terms and Conditions of Purchase shall only apply vis-à-vis entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB).
- (4) Our Terms and Conditions of Purchase shall also apply to all future transactions with the supplier.

Section 2 Offer - Offer Documents

- (1) Our orders shall only be binding if they are placed in writing.
A contract shall only be concluded if our orders are confirmed in writing without changes within one week of receipt of the order (order confirmation).
- (2) We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order or for preparing a quotation for our enquiry. After completion of the order, they are to be returned to us without being requested to do so. They are to be kept secret from third parties; in this respect the provision of Section 9 Paragraph (5) shall apply in addition.
- (3) If the supplier's performance becomes worthless for H+B due to force majeure or due to cancellations by H+B's clients through no fault of their own, H+B may also withdraw from the contract retrospectively. In this case, only the proven expenses incurred shall be reimbursed.

Section 3 Prices - Terms of Payment

- (1) The price stated in the order shall be binding. Unless otherwise agreed in writing, the price shall include delivery "free domicile", including packaging. The return of the packaging shall require a special agreement.
- (2) Our orders shall show net prices.

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Complementary: Quercus Verwaltungsgesellschaft mbH
HRB 9125

Managment:
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EORI No.: DE5615518

- (3) We shall only process invoices if these - in accordance with the specifications in our order - state the order number shown there; the supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.
- (4) Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from the date of delivery and receipt of the invoice, with a 3% discount or within 30 days of receipt of the invoice.
- (5) We shall be entitled to rights of set-off and retention to the extent provided by law.
- (6) The agreed prices shall be fixed prices. The supplier shall provide all services required for the agreed success of the performance without any additional remuneration. Additional remuneration shall only be owed if it has been expressly confirmed on the basis of a written supplementary offer. In this context, supplements or additional services shall be notified prior to execution and offered on the basis of the main offer.

Section 4 Delivery Period

- (1) The delivery period stated in the order shall be binding.
- (2) The supplier shall be obliged to inform us in writing without delay if circumstances occur or become apparent to him which indicate that the confirmed delivery time cannot be met.
- (3) In the event of a delay in delivery, we shall be entitled to demand lump-sum damages for the delay amounting to 1% of the delivery value per full week, but not more than 5%; we reserve the right to assert further statutory claims (withdrawal and damages in lieu of performance). The supplier shall be entitled to prove to us that no damage or significantly lower damage has been incurred as a result of the delay.

Section 5 Transfer of Risk - Documents

- (1) Unless otherwise agreed in writing, delivery shall be made free domicile.
- (2) The supplier shall be obliged to state our order number exactly on all shipping documents and delivery notes. If he fails to do so, we shall not be responsible for the resulting delays in processing.

Section 6 Examination for Defects - Liability for Defects

- (1) We shall be obliged to inspect the goods for any deviations in quality or quantity within a reasonable period of time. The complaint shall be deemed to have been made in good time if it is received by the supplier within a period of five working days, calculated from receipt of the goods or, in the case of hidden defects, from the date of discovery.
- (2) We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand that the supplier, at our discretion, either rectifies the defect or delivers a new item. We expressly reserve the right to claim damages, in particular damages in lieu of performance.

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- (3) We shall be entitled to remedy the defect ourselves at the supplier's expense if the supplier is in default with subsequent performance.
- (4) The limitation period shall be 36 months calculated from the date of transfer of risk, unless the mandatory provision of Sections 445b, 478 Para. 2 BGB applies.
- (5) The other mandatory provisions of the delivery recourse shall remain unaffected.

Section 7 Product liability - Indemnification - Liability Insurance Cover

- (1) 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, insofar as the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.
- (2) Within the scope of his own liability for cases of damage within the meaning of subsection (1), the supplier shall also be obliged to reimburse us for any expenses pursuant to Sections 683, 670 BGB or pursuant to Sections 830, 840, 426 BGB which arise from or in connection with a recall action lawfully carried out by us. We shall inform the supplier in good time in advance of the content and scope of such a recall measure - insofar as this is possible and reasonable - and give him the opportunity to comment.
- (3) We shall undertake the necessary notification of the respective competent authority in accordance with the provisions of ProdSG in coordination with the supplier.
- (4) The supplier undertakes to maintain a product liability insurance with an insured sum of € 10 million per personal injury/property damage - lump sum - for the duration of this contract, i.e. until the respective expiry of the limitation period for defects. If we are entitled to further claims for damages, these shall remain unaffected thereof.
- (5) Warranty for deliveries and services shall be twenty-four months from delivery or acceptance at the place of performance.

Section 8 Property Rights

- (1) The supplier warrants that no rights of third parties within the Federal Republic of Germany shall be infringed in connection with his delivery.
- (2) If a third party asserts a claim against us for this reason, the supplier shall be obliged to indemnify us against such claims upon first written request.
- (3) In the event of claims for damages by the third party, the supplier reserves the right to prove that he was not at fault for the infringement of the third party's rights. We shall not be entitled to make any agreements with the third party - without the supplier's consent - in particular to conclude a settlement.
- (4) The supplier's obligation to indemnify shall relate to all expenses necessarily incurred by us from or in connection with a claim by a third party, unless the supplier proves that he is not responsible for the breach of duty underlying the infringement of the property right.
- (5) The limitation period for these claims shall be three years, beginning with the date of transfer of risk.

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Section 9 Retention of Title - Provision - Tools - Secrecy

- (1) Insofar as we provide parts to the supplier, we shall retain title thereto. Processing or transformation by the supplier shall be carried out for us. If our goods subject to retention of title are processed together with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- (2) If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If mixing takes place in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier transfers co-ownership to us proportionately in the amount of the value of the item provided; the supplier shall keep sole ownership or the co-ownership for us.
- (3) We shall retain ownership of tools; the supplier shall be obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier shall further be obliged to insure the tools belonging to us at replacement value against fire, water and theft damage at his own expense. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier shall be obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at his own expense and in good time. He shall notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected thereof.
- (4) Insofar as the security rights to which we are entitled pursuant to subsection (1) and/or subsection (2) exceed the purchase price of all our reserved goods not yet paid for by more than 10%, we shall be obliged to release the security rights at our discretion at the supplier's request.
- (5) The supplier shall be obliged to keep all illustrations, drawings, calculations and other documents and information received strictly secret. They may only be disclosed to third parties with our express consent. The obligation to maintain secrecy shall also apply after the execution of this contract. However, it shall expire if and to the extent that the production knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known or has demonstrably already been known to the supplier at the time of the communication within the meaning of Phrase 1.

Section 10 Place of Jurisdiction - Place of Performance

- (1) If the supplier is a merchant, our place of business shall be the place of jurisdiction; however, we shall also be entitled to sue the supplier at the court of his place of residence.
- (2) Unless otherwise stated in the order, our place of business shall be the place of performance.

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Section 10 Final Provisions

(1) Should individual clauses of these General Terms and Conditions of Purchase be or become invalid, this shall not affect the validity of the remaining provisions. In place of the invalid clauses, the parties undertake to agree such provisions as are effective and best serve the economic purpose of the contract. All contractual provisions or amendments shall only be binding if they are made in writing. Transmission by e-mail or fax shall also be sufficient for the written form.

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