

General Purchase Conditions REINHAUSEN-Group

1. Application of the Purchase Conditions

- 1.1. Our Purchase Conditions apply to all business transactions with the supplier, even if we do not mention them in subsequent contracts. They apply correspondingly to works and services. In the case of works, the acceptance of delivery of the goods is replaced with the acceptance of the work; in the case of services, the acceptance of delivery of the goods is replaced with the receipt of the service.
- 1.2. Terms and conditions of the supplier that conflict with, supplement, or deviate from the present Purchase Conditions shall not become part of the contract unless we expressly approve their application in writing. These Purchase Conditions apply even if we accept a delivery of the supplier without reservations while being aware of the supplier's conflicting or deviating terms and conditions.
- 1.3. Agreements which supplement or deviate from these Purchase Conditions and which are made between us and the supplier for the performance of a contract must be set forth in writing in the contract. This also applies to the cancellation of this requirement of the written form.
- 1.4. Rights beyond these Purchase Conditions to which we are entitled according to the statutory provisions remain unaffected.
- 1.5. The documents which the supplier can call up in the download section of our website www.reinhausen.com shall apply additionally, to the extent they do not conflict with these Purchase Conditions.

2. Conclusion of the contract

- 2.1. All offers and cost estimates of the supplier shall be made at no cost to us, unless otherwise agreed in writing.
- 2.2. The order, changes or additions to the order, and other agreements made at the conclusion of the contract shall be binding when made or confirmed by us in writing. An order that has been generated with the use of automatic systems and includes neither a signature nor a name shall be deemed a written order. Additionally, orders may be issued by email or fax. Silence on our part following offers, requests, or other declarations of our supplier shall be deemed consent only where an express written agreement to this effect has been made. To the extent that an order contains obvious errors, misspellings, or calculation mistakes, such order shall not be binding upon us.
- 2.3. We expect a written confirmation of our order by the supplier – such confirmation to contain no reservations and to include our order and material number – within five days after the order date unless we have waived a confirmation of the order expressly in writing.
- 2.4. Before the conclusion of the contract, the supplier must advise us in writing if the goods ordered are subject to an export control or to other restraints on marketability according to the regulations applicable in the Federal Republic of Germany. Otherwise, we shall be entitled to withdraw from the contract without setting a deadline for the performance of this obligation and without regard to fault on the part of the supplier. Further claims on our part are not excluded.

3. Performance of the contract

- 3.1. The delivery must correspond to the order in terms of execution, scope, and scheduling and must be carried out on schedule. The delivery periods commence on the date of the order. The goods must be received at the delivery address stated by us within the delivery period or on the agreed delivery date. At our request, we must be notified without undue delay of the dispatch of the goods.
- 3.2. If it becomes clear to the supplier that the delivery periods or the agreed delivery date cannot be met, the supplier must notify us without undue delay in writing, also stating the reasons for and the probable duration of the delay; such notification does not affect the supplier's obligation to deliver on schedule.
- 3.3. If the supplier is in delay, we are entitled to assert claims with respect to the damage sustained due to the delay and, after a reasonable additional period of time set for performance has expired to no avail, to withdraw from the contract and/or claim damages in lieu of performance.
- 3.4. We are entitled to claim from the supplier liquidated damages of 0.5% of the respective order value for each commenced week of delay in delivery – as a total a maximum of 5% – from the commencement of the delay in delivery. These liquidated damages will be credited against the damage caused by delay which the supplier is liable to compensate. We reserve the right to claim liquidated damages and may assert any such claim until the final payment.
- 3.5. The acceptance of a late delivery does not constitute a waiver of claims for damages.
- 3.6. The supplier must notify us in good time of any changes in the maximum delivery periods (replacement times) communicated to us.
- 3.7. Early deliveries or an early provision of services shall be subject to our approval. We are entitled to return goods delivered early at the supplier's expense or to store these goods at the supplier's expense until the delivery date.
- 3.8. Partial deliveries and excess or short deliveries are not permitted, to the extent not otherwise agreed. We reserve the right to accept such deliveries in particular cases.
- 3.9. The supplier must observe our specifications for the dispatch of the goods, in particular, our General Packaging and Shipping Instructions, as amended from time to time.
- 3.10. The shipping documents must contain the order number and material number for each item. Additionally, they must contain the exact designation of the goods, the weight (gross/net) and the packaging of the goods to be

delivered. If the shipping documents are not available at the time the goods reach us, the goods will be deemed undelivered. Additional costs incurred as a result of the supplier's failure to comply with a shipping instruction, or by using faster transportation to ensure compliance with the agreed delivery date, shall be borne by the supplier.

4. Assignment, retention of title

- 4.1. The supplier may assign its claims against us to a third party, or have such claims collected by a third party, only with our prior written consent unless the claims concerned have been established by final declaratory judgment, are ready for decision, or are undisputed.
- 4.2. We object to all retention-of-title clauses which exceed the scope of a simple retention of title. Such clauses are subject to our prior written approval in the particular case.
- 4.3. If, despite our objection, subcontractors assert ownership rights, co-ownership rights, or liens vis-à-vis us or have measures of compulsory execution carried out, we will hold the supplier liable for any damage sustained as a result of this fact.

5. Passing of risk, notification of defects

- 5.1. The risk passes to us after we take delivery of the goods at the delivery address stated in the order. If delivery with installation or assembly or any other success-based performance is owed, the risk passes to us upon acceptance.
- 5.2. We will notify the supplier of externally visible defects no later than within ten working days after we take delivery of the goods or place the goods into operation; hidden defects will be notified within ten working days from their discovery.
- 5.3. In the case of consignments which are comprised of a large number of similar goods, we may limit our examination for defects to a reasonable random sample of the pieces supplied. If the goods become impossible to sell as a result of the examination, a random sample of 0.5% of the pieces supplied shall be sufficient.
- 5.4. If single random samples of a consignment are defective, we may demand that the supplier single out the defective pieces or, at our choice, assert claims for defects with respect to the entire consignment. If defects of the goods require an examination of the goods which exceeds the usual scope of examination of incoming goods, the supplier must bear the cost of this examination.

6. Invoicing, payment

- 6.1. Invoices must be submitted for each order separately upon complete delivery, completion of the services, and initial operation or, where a success-based performance is owed, after the acceptance of this performance; in the invoice, the respective order number, order date, and supplier number must be stated. Invoices which do not include the order number, order date, or supplier number will be deemed not received as they cannot be handled.
- 6.2. The agreed prices are fixed prices. Unless otherwise agreed in writing, the price includes the cost of packaging, of shipping devices, and of transportation to the delivery address stated by us, as well as customs and other official duties. Statutory value-added tax is included in the price unless the price has expressly been stated to be a net price.
- 6.3. Payment will be effectuated within 14 days with a 3% discount for prompt payment or within 30 days net upon receipt of a properly issued invoice, not, however, before the contract has been fully performed without defects. Payment will be made subject to reservation of the right to examine the invoice. If a delivery is defective, we are entitled to withhold payment until the order has been properly performed without losing our claim to discounts, discounts for prompt payment, or similar price reductions. The time for payment commences after all defects have been fully removed. If goods are delivered early, the time for payment does not commence until the agreed delivery date. To the extent that the supplier must provide documents concerning the testing of material, inspection records, quality documents, or other documents, the receipt of these documents shall be a prerequisite for acceptance of delivery of these goods.
- 6.4. Having regard to the current interest situation, the supplier may claim default interest at a rate of three percentage points above the basic interest rate applicable from time to time if we are in delay with payment, unless we prove that the damage sustained is smaller.
- 6.5. Payments will be made to the supplier only. Counterclaims of the supplier entitle the supplier to a set-off only if these counterclaims have been established by final declaratory judgment or if they are undisputed. The supplier may assert a right of retention only if the supplier's counterclaim is based on the same contractual relationship.

7. Rights in case of defects

- 7.1. The supplier assumes liability for the fact that the goods and services correspond to the latest state of science and technology, the applicable legal provisions, and the regulations and guidelines issued by public authorities, employers' liability insurance associations, and professional associations, as well as for their compliance with the current environmental provisions.
- 7.2. If the items to be delivered are machines, devices, or equipment, they must meet the requirements stipulated in the special safety regulations for machinery and equipment applicable at the time of performance of the contract and must have a CE label.
- 7.3. Our consent to drawings, calculations, or other technical documents of the supplier does not affect the supplier's responsibility for defects, nor its liability under any guarantees it has given.
- 7.4. Neither the acceptance of a delivery of goods nor the processing, payment for, or issue of subsequent orders for goods which have not been discovered to be defective and the defects of which have, therefore, not been notified shall constitute an approval of the delivery or a waiver of claims for defects by us.

- 7.5. We are entitled to claim, at our choice, subsequent performance by repair, by replacement delivery or by new production according to the statutory provisions. The supplier must compensate us for any damage sustained and reimburse us for the expenses required for subsequent performance. In cases where subsequent performance has not occurred during a reasonable period of time, where subsequent performance has failed, or where the setting of an additional period of time could be dispensed with, we may withdraw from the contract or reduce the purchase price and claim damages in lieu of performance or reimbursement of expenses made to no avail according to the statutory provisions. If we have claims under guarantees and these claims exceed the statutory rights available in the case of defects, such claims shall remain unaffected.
- 7.6. If, without having a right to refuse subsequent performance, the supplier fails to perform its obligation to subsequently perform within a reasonable period of time set by us, we are additionally entitled to carry out the necessary measures ourselves, or have them carried out by a third party, at the expense and risk of the supplier. In cases where it is not possible to notify the supplier of the defect and the impending damage and to set an – even short – period of time for remedial action because of particular urgency and/or because an unreasonably high damage – as compared to the warranty obligation – is to be expected in the absence of remedial action, we are entitled to take the necessary measure immediately and without prior consultation of the supplier.
- 7.7. The limitation period for our claims for defects shall be 24 months unless a longer limitation period applies according to Sec. 438 I and III of the German Civil Code. Claims for defects in respect of defects notified by us during the limitation period shall become time-barred no earlier than six months after the notification of the defects. If we acquire goods for resale, the limitation period shall commence at the point in time at which the limitation period applicable to the resale of the goods commences, however no later than six months after the goods are delivered to us. The same rule shall apply if we acquire goods for purposes of further processing.
- 7.8. The limitation period for our claims for defects shall be suspended for the period of time during which the goods supplied leave our company for repair.
- 7.9. In the event of repairs or a replacement delivery, the limitation period commences anew unless the supplier carries out the relevant measure merely for reasons of good will or for similar reasons, rather than in the performance of an obligation to subsequently perform which is (supposedly) incumbent upon the supplier.
- 7.10. The supplier shall be obligated to supply us with the necessary replacement parts, accessories, and tools, if any, for a period of another ten years after the expiration of the limitation period.
- 8. Infringement of industrial property rights**
- 8.1. The supplier assumes liability for the fact that no third-party property rights are infringed in connection with the supplier's delivery and our use of the goods in accordance with the contract.
- 8.2. If any third party holds us liable for an infringement of third-party property rights due to the delivery and use of the goods as agreed and the supplier is responsible for this infringement, the supplier shall be obligated to indemnify us against all claims asserted and reimburse us for all necessary expenses in connection with our being held liable.
- 9. Product liability, insurance**
- 9.1. The supplier must indemnify us against all third-party claims under German or foreign product-liability law that are based on a defect of the product delivered by the supplier to the extent that the supplier is responsible for the product defect and the damage sustained according to the principles of product-liability law.
- 9.2. On the same conditions, the supplier must also reimburse us for all expenses which result from, or which we incur in connection with, any precautions – in particular, product warnings, an exchange of products, or product recalls – taken by us against our being held liable under product-liability law. Where possible and reasonable, we will advise the supplier of the contents and scope of the measures to be taken and give the supplier the opportunity to comment thereon.
- 9.3. The supplier must insure against all risks arising from product liability, including the risk of a product warning or product recall, such insurance to be in a minimum amount of EUR 2,500,000 for each instance of liability, and, if so requested, must furnish us with evidence of such insurance by presentation of the insurance policy. The supplier must maintain this insurance coverage, even after all mutual contractual obligations have been fully performed, for a period of ten years after we place the processed delivery items on the market.
- 9.4. We may demand that the supplier label its products durably where this is possible for the supplier at a reasonable expense.
- 10. Provision of items and manufacture of tools**
- 10.1. We retain title to, and/or all copyrights and other property rights in, means of production of any kind whatsoever (such as supplies provided for use, devices, tools, artworks, samples, models, company standards, drawings, software, and other items) which we provide to the supplier for the manufacture of the goods or for other reasons.
- 10.2. Company standards, drawings, software and other documentation will be made available in either the German or English language.
- 10.3. If the supplier, on our behalf, manufactures means of production that paid for by us, then, upon completion of such manufacture, we acquire ownership thereof – to the extent that ownership can be acquired – as well as any and all rights of use and exploitation in respect of industrial or other property rights created. The means of production must be labeled as the property of MR. We provide these means of production to the supplier on a loan basis for the manufacture of the goods ordered.
- 10.4. The supplier shall be obligated to use these means of production exclusively for the manufacture of the goods ordered by us, or according to other specifications we make. These means of production may not be made

- available to any third party. The supplier must notify us without undue delay of any inquiries by third parties. The supplier is not entitled to make copies, replicas, or other reproductions of the means of production.
- 10.5. The supplier must return the means of production to us unasked and without undue delay at its own expense if the provision of these means of production is no longer required for the manufacture of the goods ordered, or if the negotiations do not result in the conclusion of a contract. The supplier shall have no right of retention with respect to the means of production.
 - 10.6. Items within the meaning of Sec. 10.1 above may be processed or altered by the supplier only with our written approval and according to our specifications. Any processing or alteration shall be made on our behalf. If such items are processed together with other items not belonging to us, we will acquire a co-ownership interest in the new item equal to the ratio – as at the time of processing – of the value of our items to that of the other items processed.
 - 10.7. The supplier shall be obligated to handle the means of production with due care and to properly store them; the supplier may dispose of means of production only with our written approval, even if no deliveries have been made to us with the use of these means of production for a comparatively long period of time. The supplier must insure the means of production at its own expense at replacement value against damage by fire, water, and theft. The supplier assigns to us already now all claims for compensation under these insurance contracts. We hereby accept the assignment.
 - 10.8. The supplier is obligated to carry out all servicing and inspection work that may become necessary and all maintenance and repair work with respect to the means of production made available to it in a timely manner in consultation with us. The supplier must notify us without undue delay of any damage occurring.
- 11. Confidentiality, advertising**
- 11.1. The supplier is obligated to keep any and all information received through us which is stated to be confidential, or which can be recognized as a trade or business secret according to other circumstances, confidential for an unlimited period of time; the supplier may neither record nor disclose or exploit such information unless such recording, disclosure, or exploitation is required for the delivery to be made to us.
 - 11.2. The supplier shall ensure by means of suitable contractual arrangements with the employees and agents working on its behalf that these persons, too, refrain for an unlimited period of time from any exploitation, disclosure, or unauthorized recording of such trade and business secrets for their own purposes.
 - 11.3. Any reference by the supplier to its business relationship with us in illustrations, brochures, and advertising material shall be subject to our prior written approval. We will not refuse such approval on unreasonable grounds.
- 12. Force majeure**
- 12.1. If we are prevented by force majeure from performing our contractual obligations, in particular, from taking delivery of the goods, we shall be released from our obligation to perform for the duration of the impediment and a reasonable start-up period without being liable to the supplier for damages. The same shall apply if the performance of our obligations becomes unreasonably complicated or temporarily impossible for us due to unforeseeable circumstances for which we are not responsible, in particular, due to industrial action, official acts, shortage of energy, or significant business disruptions.
 - 12.2. We are entitled to withdraw from the contract in whole or in part if any such impediment lasts more than four months and the performance of the contract is no longer of interest to us as a result of such impediment. At the request of the supplier, we will declare after the expiration of this four-month period whether we make use of our right to withdraw from the contract or whether we will take delivery of the goods within a reasonable period of time.
- 13. Liability**
- We are liable for slight negligence only if material obligations are breached, i.e., obligations the performance of which is a prerequisite for the proper performance of the contract and compliance with which the contract partner generally relies upon and can rely upon. If such obligations are breached, our liability is limited to such damage or losses as must typically be expected within the framework of the contract. In all other cases, liability for slight negligence is excluded. The preceding limitations of liability do not apply to damage or losses resulting from breach of guarantee or from death, bodily injury or damage to health; moreover, they apply neither in cases of willful misconduct or gross negligence nor in cases of mandatory statutory liability for product defects.
- 14. Final provisions**
- 14.1. Subcontractors will be deemed parties employed by the supplier in the performance of its obligations. They must be notified to us upon request.
 - 14.2. In the event that the supplier suspends payment or that a petition for the institution of insolvency proceedings against the assets of the supplier is filed, we are entitled to withdraw from the contract in whole or in part.
 - 14.3. Place of performance shall be the delivery address stated by us.
 - 14.4. Exclusive place of jurisdiction for all disputes arising from the business relationship between ourselves and the supplier shall be Regensburg, Germany, if the supplier is a merchant, as defined in the German Commercial Code, a legal person under public law, or a special public fund. However, we may sue the supplier additionally at its general place of jurisdiction, as well as at any other permissible place of jurisdiction.
 - 14.5. The legal relations between the supplier and us shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).