

## NÜWIEL GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. General Terms, Scope

- 1.1 These General Terms and Conditions of Purchase ("**Terms of Purchase**") shall apply to all deliveries, services and offers between Nüwiel GmbH, Brandshofer Deich 68, 20539 Hamburg, Germany (hereinafter referred to as "**Nüwiel**" or "**we**") and you (hereinafter referred to as "**Supplier**" or "**you**", and each also a "**Party**" and both also the "**Parties**"). These Terms of Purchase shall form an integral part of all contracts concluded between Nüwiel and the partner companies for the goods or services offered by them (the "**Contract**"). They shall also apply to all future deliveries, services or offers to Nüwiel, even if they are not separately agreed again.
- 1.2 The Terms of Purchase shall only apply if the Supplier is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
- 1.3 The Terms of Purchase apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of business of the Supplier shall become an integral part of the Contract only if and to the extent that Nüwiel has expressly consented to their application in writing (e.g. e-mail, letter). This requirement of consent shall apply in all cases, including, if Nüwiel accepts the delivery in full knowledge of the Supplier's general terms and conditions of business.

### 2. Formation of Contract

- 2.1 We shall be bound by our offers for one month after the date of the offer, unless the offer expressly contains an acceptance period. Receipt of the declaration of acceptance by us is decisive for timely acceptance.
- 2.2 Any weights, dimensions, capacities, prices, performance ratings or any other data contained in catalogues, circulars, advertisements or price lists constitute an approximate guide and shall not be binding save to the extent that they are by reference expressly included in a Contract. Any such data submitted to the Supplier prior or subsequent to the formation of the Contract remain the exclusive property of Nüwiel. They must not be communicated to a third party.

### 3. Delivery, transfer of risk and title

- 3.1 Delivery shall be made DDP Nüwiel's warehouse (Incoterms 2020) or any other designation as determined by Nüwiel, if no other delivery terms are separately agreed. The delivery time (delivery

date or period) stated in the Contract or otherwise decisive according to these Terms of Purchase shall be binding. Early deliveries shall only be made with our prior consent. The delivery dates specified in Contracts shall be relative fixed dates and shall refer to the date of arrival at the Nüwiel's warehouse; a reminder by Nüwiel shall not be required for the occurrence of default.

- 3.2 Risk shall not pass to Nüwiel until the goods are handed over to Nüwiel at Nüwiel's warehouse or another agreed destination.
- 3.3 The Supplier is not entitled to make partial deliveries, unless otherwise agreed in writing, deliveries are always to be made in bundles. Measurement reports and material certificates are to be delivered by the partner company if they are part of the Contract.
- 3.4 The Supplier is obliged to inform us immediately in writing if circumstances occur or become apparent that the delivery time cannot be met.
- 3.5 In the event of delays in delivery, we are entitled, after prior written warning to the Supplier, to demand a contractual penalty of 0.5 % for each commenced week of delay in delivery, up to a maximum of 5 % of the respective order value. The contractual penalty shall be set off against the damage caused by the delay to be compensated by the Supplier.
- 3.6 Retentions of title by the Supplier only apply insofar as they relate to our payment obligation for the respective products to which the Supplier retains title. In particular, extended or prolonged retentions of title are not permitted.

### 4. Price, Payment

- 4.1 The price of the order or the Supplier's quotation and offer as accepted by Nüwiel shall be binding. All prices include statutory value-added tax, unless this is shown separately.
- 4.2 The price shall include 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 possible transport and liability insurance).
- 4.3 Unless otherwise agreed, we will pay the purchase price within 14 days of delivery of the goods and receipt of the invoice with 3% discount or within 30 days net. For the timeliness of the payments owed by us, the receipt of our bank transfer order at our bank is sufficient. A delivery shall be deemed to have been made when the goods have been

handed over to Nüwiel at Nüwiel's warehouse or another agreed destination and have successfully passed the initial inspection (clause 6.2).

- 4.4 All order confirmations, delivery documents and invoices must state our order number, the article number, delivery quantity and delivery address. If one or more of these details are missing and if, as a result, processing by us is delayed in the normal course of our business, the payment periods specified in section 4.3 shall be extended by the period of the delay.
- 4.5 Invoices must be transmitted electronically.

## 5. Tooling

Tools and models which we make available to the Supplier or which are manufactured for contractual purposes shall remain our property (or become our property upon creation by the Supplier, respectively). The Supplier shall mark them as our property, store them carefully, protect them to an appropriate extent against damage of any kind and use them only for the purposes of the contract. The costs of their maintenance and repair shall be borne by the contracting parties - in the absence of any other agreement - in equal parts. However, if these costs are due to defects in the items produced by the supplier or to improper use by the Supplier, his employees or other vicarious agents, they shall be borne solely by the Supplier. The Supplier shall notify us immediately of any not only insignificant damage to these tools and models. Upon request, the Supplier shall be obliged to return them to us in proper condition if they are no longer required by him to fulfil the contracts concluded with us.

## 6. Warranty

- 6.1 Statutory warranty rights apply. The Supplier warrants in particular that all items delivered under a Contract will be free from defects in material and workmanship, conform to applicable specifications, and, unless detailed designs for realisation have been furnished by Nüwiel, will be free from design defects and suitable for the purposes intended by Nüwiel. The Supplier also warrants that the goods and services provided under a Contract are in his absolute property and none are subject of any option, right to acquire, assignment, mortgage, charge, lien or hypothecation or any other encumbrance whatsoever or the subject of any factoring arrangement, hire-purchase, conditional sale or credit sale agreement, or subject to any other rights of third parties.
- 6.2 Nüwiel shall not be obliged to inspect incoming goods. Section 377 of the German Commercial

Code (HGB) shall be limited to an external, random inspection of the Supplier's deliveries for obvious defects.

- 6.3 In the event of defects, Nüwiel shall have unrestricted statutory rights. Nüwiel may, at its discretion, initially demand free replacement delivery or repair. Other rights shall remain unaffected. The warranty period shall be 36 months.
- 6.4 Subsequent performance shall also include the removal of the defective goods and their reinstallation, provided that the goods have been installed in or attached to another object in accordance with their nature and purpose of use; our legal claim to reimbursement of corresponding expenses shall remain unaffected. The Supplier shall bear the expenses necessary for the purpose of testing and subsequent performance even if it turns out that there was indeed no defect. Our liability for damages in the event of unjustified requests for rectification of defects remains unaffected; in this respect, however, we are only liable if we are aware of or grossly negligently failed to recognise that there was no defect.
- 6.5 Upon receipt of a written notice of defects by the Supplier, the limitation period for warranty claims shall be suspended until the Supplier finally rejects the claims of Nüwiel or declares the defect to have been remedied or otherwise refuses to continue negotiations on the claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts shall start anew.

## 7. Liability, Indemnity

- 7.1 Damage claims of the Supplier are excluded. This shall not apply to claims for damages arising from injury to life, body or health or from the breach of material contractual obligations (cardinal obligations), nor to liability for other damage resulting from an intentional or grossly negligent breach of duty by Nüwiel, its legal representatives or vicarious agents. Material contractual obligations shall be those whose performance is necessary to achieve the purpose of the contract. Claims under the German Product Liability Act shall remain unaffected by this section 7.1.
- 7.2 In the event of a breach of material contractual obligations, Nüwiel shall only be liable for foreseeable damage typical of the contract if such damage was caused by simple negligence, unless the damage claims are based on injury to life, body or health.
- 7.3 The Supplier shall be responsible for all claims asserted by third parties for personal injury or

damage to property, which are attributable to a defective product, delivered by him and shall be obliged to indemnify us against any liability resulting from such claims. If Nüwiel is obliged to conduct a recall campaign against third parties due to a defect in a product supplied by the Supplier, the Supplier shall bear all costs associated with the recall campaign. Nüwiel's statutory rights shall remain unaffected.

- 7.4 The Supplier shall be obliged to maintain product liability insurance at its own expense, which, unless otherwise agreed in individual cases, need not cover the risk of recall or criminal or similar damages. The Supplier shall send Nüwiel a copy of the liability policy at any time on request.

## 8. Force Majeure

- 8.1 Force majeure shall be deemed to exist if an external event occurs which is not attributable to the sphere of risk or control of the Parties, is unforeseeable and cannot be averted even by the application of the utmost care, and if a Party is thereby prevented in whole or in part from performing the service owed by that Party.
- 8.2 In the event of a case of force majeure pursuant to clause 8.1, the mutual obligations shall be suspended for the duration of the force majeure, provided that the hindered Party has informed the other Party without delay of the occurrence of the force majeure.
- 8.3 If the effect of the force majeure lasts for more than three months, both Parties shall be entitled to withdraw from the specifically affected contract.

## 9. Right of Retention

The Supplier shall not be entitled to assert rights of retention and/or rights to refuse performance against Nüwiel unless the underlying claims have been acknowledged, are undisputed or have been finally adjudicated.

## 10. Intellectual Property Rights

- 10.1 The Supplier guarantees that it holds all intellectual property rights and other rights necessary for the performance of the contractual goods and services, in particular for the execution of any Contract, that the goods and services it provides and the results of any Contract do not infringe any intellectual property rights and other rights of third parties, that they are free from third-party rights, and that Nüwiel may freely dispose of them. The Supplier shall indemnify Nüwiel, its organs, managing directors, employees and customers against any claims and demands of third parties based on a breach of this warranty, including reasonable costs of legal representation.

- 10.2 If the Contract includes individual works or services to be provided by the Supplier, the Supplier herewith transfers and assigns all intellectual property rights in the work results to Nüwiel. To the extent such transfer is generally not possible due to legal reasons, the Supplier, herewith grants to Nüwiel the exclusive, irrevocable, transferable and royalty-free license to use and exploit such work results without restrictions as to time, territory and content in all means of use, including unknown means of exploitation. Nüwiel accepts the above transfer and grant. No further remuneration shall be due.

- 10.3 Nüwiel shall remain the owner of all its intellectual property rights and other rights, including rights in any drawings, plans, instructions, specifications, technical documents and records or materials, information and data (hereinafter referred to as "**Material(s)**") provided to the Supplier by or on behalf of Nüwiel, as well as to any designations, logos and names. The Supplier shall not use the Materials other than for the agreed purpose of the fulfilment of the Contract, and shall not acquire any license in such Materials, shall not make them available to third parties or reproduce, disseminate, disclose or otherwise use them itself or through third parties. At the request of Nüwiel, and always upon termination of a Contract, the Supplier shall return the Materials to Nüwiel (or delete same if requested).

## 11. Confidentiality

- 11.1 The Supplier undertakes to keep confidential all information transmitted or presented in any way (orally or in writing) which relates to the business, affairs, activities, customers, procedures, budgets, pricing procedures, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of Nüwiel, as well as all information derived from such information and all other information clearly designated by Nüwiel as confidential (irrespective of whether it is marked "confidential") or information that can reasonably be regarded as confidential ("**Confidential Information**"). Confidential Information may not be disclosed in whole or in part to any third party without the prior written consent of Nüwiel, except to its directors, employees, representatives or tax or legal advisors involved in the performance of any contract based on these Terms of Purchase, provided that they need-to-know and subject to confidentiality obligations similar to those described in this Section 11.1.
- 11.2 The Confidential Information may only be used in connection with the exercise of rights and/or the performance of obligations under these Terms of Purchase and the Contracts concluded hereunder and not in any other way for the own benefit of the Supplier or for the benefit of third parties.

- 11.3 The confidentiality obligation under this section 11 shall not apply to Confidential Information or parts of Confidential Information (i) which Nüwiel has consented in writing to be disclosed, (ii) which was publicly accessible at the time of disclosure or became publicly accessible thereafter, (iii) which was disclosed to the partner company by a third party without any confidentiality obligation, (iv) which was developed by the partner company independently of the Confidential Information, or (v) which must be disclosed due to applicable statutory provisions or binding official or court orders. In this case the partner company may disclose Nüwiel's Confidential Information only to the extent required by law. Unless prohibited by law, the Supplier requested to disclose shall be obliged to notify Nüwiel immediately in text form before disclosing confidential information and to agree on the scope of disclosure.
- 11.4 In the event that a separate non-disclosure agreement has been concluded between the Parties, such separate non-disclosure agreement shall prevail, unless expressly agreed otherwise.

## **12. Miscellaneous**

- 12.1 Amendments or supplements to these Terms of Purchase must be made in writing in order to be effective, and express reference must be made to these Terms of Purchase. This shall also apply to any agreement to deviate from this section 12.1.
- 12.2 These Terms of Purchase and the Contracts concluded between the Parties and all claims and rights arising hereunder shall be exclusively governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 12.3 The courts of Berlin shall have exclusive jurisdiction for any disputes arising out of or in connection with these Terms of Purchase and any Contracts based thereon.
- 12.4 Should any provision of these Terms of Purchase be invalid, this shall not affect the validity of the remaining provisions of the Terms of Purchase. Instead, the provision shall be replaced by a provision that is legally permissible and comes closest to the original provision.