

## General terms and conditions of business (purchasing)

### 1. Applicability

- 1.1. The general terms and conditions of business (purchasing) ("Purchasing Terms and Conditions") shall apply in particular, but not be limited to, all sale and purchase agreements, work agreements, and agreements governing independent services, which agreements Goldhofer Aktiengesellschaft (the "Client") enter into as the person or parties placing the order (Besteller). With the confirmation of the order of the contractor, these General Terms and Conditions of Business (purchasing) shall be deemed as simultaneously acknowledged and as a constituent of the agreement. The Purchasing Terms and Conditions shall, furthermore, apply only vis-à-vis business enterprises (§ 14 of the Bürgerliches Gesetzbuch (the Civil Code, the "BGB")), legal persons under public law or an investment fund (Sondervermögen) under public law within the meaning of § 310 para. 1 sent. 1 BGB.
- 1.2. The Purchasing Terms and Conditions shall apply exclusively. Any divergent, opposing, or supplemental general terms and conditions of business of the contractor shall have no applicability, even if the Client does not separately object to their applicability in the individual case. The Client's acceptance without reservation of order confirmations or deliveries shall not signify any acknowledgement of such terms and conditions.
- 1.3. To the extent that master agreements or similar agreements exist with individual contractors, the existing provisions shall have precedence over this Purchasing Terms and Conditions. A written agreement shall be dispositive for the content of agreements of this type. The Purchasing Terms and Conditions shall then apply as a supplement.
- 1.4. With the first-time delivery at the present Purchasing Terms and Conditions, the contractor acknowledges their exclusive applicability as a master agreement even for additional orders and contracts.

### 2. Orders

- 2.1. Orders and call-offs (Lieferabrufe) as well as any amendments of and restatements of the same shall be effective only if they are effected in writing. The Client shall be bound to orders for fourteen (14) days if nothing else has been stipulated. Call-offs shall be binding by no later than the point in time when the contractor has not objected thereto in writing within fourteen (14) days of receipt.
- 2.2. The contractor shall review the order without undue delay after taking it into receipt, to determine whether it can be carried out without defects and within the deadline. If such is not the case, then the contractor shall notify the Client in writing of the contractor's misgivings without undue delay.

### 3. Prices, invoicing, and payments

- 3.1. Invoices are to be issued specifying the order number without undue delay after shipment of the goods.
- 3.2. The price specified in the order shall be binding. All prices shall be understood as inclusive of statutory value-added tax, whenever such is not separately identified. To the extent nothing divergent is stipulated, the price shall include all ancillary expenses of transportation, including proper packaging, insurance policies, and other ancillary expenses.
- 3.3. Payment shall be effected within ten (10) days of complete delivery and performance (including any acceptance stipulated, as the case may be) as well as receipt of a proper invoice with a deduction of 3% discount for early payment or within thirty (30) days net.
- 3.4. The Client shall not owe any maturity interest. Statutory regulations shall apply to any payment default.
- 3.5. The contractor shall be allowed to offset any receivables of the Client only with receivables which are (i) undisputed or (ii) judicially established.

### 4. Delivery

- 4.1. The delivery deadlines set forth in the orders shall be fixed and binding, if the contractor does not object thereto within a period of fourteen (14) days of receipt of the order. If it objects, the Client shall be able to withdraw from the order. The Client shall come into default without warning (Mahnung), if it does not comply with binding delivery deadlines.
- 4.2. If nothing else is stipulated in writing, the delivery shall be effected at the seat of the Client. The respective destination shall also be the place of performance for services and for any subsequent performance (Bringschuld).
- 4.3. In the event of any delivery/performance delay on the part of the contractor, Client shall have the right vis-à-vis the contractor to demand liquidated damages (Vertragsstrafe) in the amount of 0.25% of the respective net value of the order for each calendar day of the delivery/performance delay, totaling, however, no more than 5% of the net order value of the tardily delivered goods or service rendered. The liquidated damages are to be set off against default damages to be rendered by the contractor. The existing liquidated damages stipulation and the assertion thereof shall be without prejudice to any statutory claims due to default to which the Client is entitled. Up to the date of final payment, the Client shall be able to assert the liquidated damages even without a reservation declaration.

### 5. Acceptance, quality

- 5.1. To the extent that an acceptance is stipulated, such shall be dispositive for the passage of risk. Apart therefrom, statutory regulations as provided by the law governing works contracts shall apply mutatis mutandis for any acceptance. Any works contracts performances are to be formally accepted by the Client; the contractor shall have to report the acceptance readiness in writing to the client in a timely manner. Any conclusive and fictitious acceptances shall be precluded.
- 5.2. The contractor shall be obligated to maintain in its entire enterprise a certified quality management system pursuant to DIN EN ISO 9001, or to inform the Client in writing without undue delay after entering into a contract or after entering an

order that such is not the case. If the contractor does not maintain the ISO quality management system or one equivalent thereto, then the Client shall have the right to withdraw from the contract or to withdraw the order.

- 5.3. The contractor shall be obligated to make its documentation pertaining to the quality assurance available to the Client.

### 6. Non-disclosure

- 6.1. The contractor shall be obligated (i) not to disclose any and all information, knowledge, and documents of which the contractor acquires knowledge from the Client, e.g., technical and other data, measurement values, technology, operational experience, trade secrets, know-how, compositions and other documentation ("Information"), (ii) not to make such accessible to third parties without the Client's consent and (iii) to use such only for the purpose of executing the respective contract. The non-disclosure obligation shall also be effective for a time period of four (4) years after execution of the contract.
- 6.2. The Client shall reserve ownership and copyrights – to the extent copyrightable – in drawings, models, molds, patterns, and similar objects and their electronic storage media. It shall not be permitted to leave such documents with or to otherwise make them accessible to unauthorized third parties, and after the contract has been performed, such are to be returned to the Client or, upon the Client's demand, to be destroyed or deleted. In this event, a commensurate confirmation as to the destruction or deletion is to be presented to the Client. To the extent that such a deletion is possible only with an unreasonable technical expense (particularly the deletion of back-ups), the contractor shall be obligated to secure such documents so that any misuse and unauthorized knowledge thereof are precluded. The reproduction of such objects shall be permissible only within the scope of operational requirements and the provisions of copyright law.
- 6.3. Staff, employees, and subcontractors are to be so obligated in accordance with no. 6.1 of these terms and conditions of purchasing. The obligation is to be documented in writing.

### 7. Warranty and product liability

- 7.1. Unless otherwise stipulated below, the provisions of law shall apply to the warranty.
- 7.2. In derogation of § 442 para. 1 sent. 2 BGB, the Client shall be entitled to unlimited claims for defects even if, as a result of gross negligence, the defect remained unknown to the Client when the contract was entered into.
- 7.3. The contractor shall be obligated to maintain appropriate insurance for any claims based on product liability. Upon demand, the contractor shall have to verify to the Client without undue delay the insurance coverage via a confirmation of insurance.

### 8. Compliance

- 8.1. The contracting parties are committed to a business environment free of corruption. They shall be obligated to refrain from corrupt conduct and other criminal acts and to take all requisite measures to avoid such. In particular, the contracting parties shall be obligated to take preventative measures against the following enumerated list of cases of severe misconduct:
  - a) Criminal acts in business transactions, including, but not limited to, money laundering, fraud, breach of fiduciary duty, document forgery, forgery of technical records, forgery of probative data, constructive false certification (mittelbare Falschbeurkundung), suppression of documents, and anti-competitive arrangements with respect to tender offers.
  - b) Offering, promising, or bestowing advantages upon foreign or domestic officials, office-holders, or those parties especially obligated to public service who assist with the issuance or execution of job orders.
  - c) Offering, promising, or bestowing and/or demanding, being promised and acceptance of advantages vis-à-vis business partners as consideration for an unfair preference in national or international business activity.
  - d) Betrayal of, or obtaining for one's private purposes, business and trade secrets as well as the unauthorized exploitation of templates.
  - e) Violations of national and European competition and antitrust laws.
- 8.2. In the event of a breach of the obligation arising from no. 8.1 of these terms and conditions of purchasing, the other contracting party shall be able to extraordinarily terminate the contract.
- 8.3. In the event of a breach of the obligation arising from no. 8.1 of these terms and conditions of purchasing, a contracting party shall be able to exclude the breaching contracting party from the awarding of future orders.

### 9. Minimum wage law

- 9.1. The contractor shall be obligated to comply fully with the rules and regulations of the Arbeitnehmer-Entsendegesetz (the Employee Dispatch Act, the "AEntG"), the Mindestlohnsgesetz (the Minimum Wage Act, the "MiLoG"), and the Arbeitnehmerüberlassungsgesetz (the Employee Hiring Out Act, the "AÜG"), as currently amended and to guarantee hired employees, at a minimum, the working conditions and minimum wage to which the contractor is bound based upon the AEntG, the MiLoG, and the AÜG as well as the corresponding legal directives and/or collective bargaining agreements. If contractually assumed performances are, in whole or in part, awarded to subcontractors, then the contractor shall be obligated to ensure and to monitor that the subcontractor comply with the aforementioned obligations in the same manner. The Client shall, at any time, have the right to demand from the contractor verification or a written confirmation concerning compliance with the aforementioned duties.
- 9.2. The contractor shall indemnify the Client from all claims arising from or in connection with any breach by the contractor or its subcontractors of the duties set forth in no. 9.1 of these terms and conditions of purchasing.
- 9.3. In the event that the contractor or a subcontractor breaches the duties under no. 9.1 of these terms and conditions of purchasing, then the Client shall have the right to terminate the Agreement without notice. If injury occurs for the Client arising

from the breach of duty, then the Client shall be entitled to statutory rights, particularly compensatory damages.

#### **10. Choice of law, venue, miscellaneous**

10.1. Exclusively the law of the Federal Republic of Germany shall apply, to the exclusion of (i) any conflict-of-laws provisions of international private law and (ii) the United Nations Convention on Contracts for the International Sale of Goods. Exclusively the version of this contract in the German language shall be dispositive for any interpretation of the contract, including these terms and conditions.

10.2. The place of performance and the venue shall be the seat of the Client.

10.3. Should the contractor become insolvent or if an application for bankruptcy proceedings is filed over its assets, then the Client shall have the right to withdraw from the contract for the part not yet performed.

10.4. The customer shall ensure: (i) that goods acquired from or warehoused by authorized economic operators are warehoused in secure workshops and in secure transshipment points, (ii) that said goods are protected from unauthorized access, (iii) that the staff used for this purpose is reliable, and (iv) that business partners acting on the customer's behalf are instructed that they too must implement measures to secure the aforementioned supply chain.

10.5. Should any clause of these Purchasing Terms and Conditions be ineffective, such shall not have a deleterious impact on the effectiveness of the contract and of the remaining clauses. To replace the ineffective or void provision, a new provision is to be found that satisfies its economic intention.

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