

## Section 1: Scope of Application, Form

(1) These general terms and conditions of purchase apply to any business relationships with business partners whose services are commissioned by us (bejulo GmbH) or our current or future “affiliated enterprises”, as defined in Section 15 of the German Stock Corporation Act (AktG), in particular suppliers and subcontractors (hereinafter referred to as the “contractor”). These general terms and conditions of purchase shall only apply if the contractor is an “entrepreneur”, as defined in Section 14 of the German Civil Code (BGB), a legal person incorporated under public law or an investment fund incorporated under public law.

(2) These general terms and conditions of purchase particularly apply to contracts for the sale and/or delivery of movable objects (“goods”), regardless of whether the contractor manufactures the goods itself or purchases them from suppliers (see Sections 433 and 651 BGB), as well as to pure services. Unless otherwise agreed, the valid version of these general terms and conditions of purchase shall be the one in place at the time the order is placed by the buyer, or at least the version most recently shared with the buyer in text form; that version shall also serve as a general agreement for any future contracts without us having to refer to it again in each individual case.

(3) These general terms and conditions of purchase shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the contractor shall only be included in the contract if we explicitly approve their validity in writing. We must grant our approval in each case (e.g. even if we unreservedly accept services from the contractor despite being aware of the latter’s general terms and conditions).

(4) Any individual agreements concluded with the contractor (including any side agreements, additions or amendments) shall take precedence over these general terms and conditions of purchase in each case. Subject to evidence to the contrary, the content of such agreements shall be specified in a written contract or in our written confirmation.

(5) Any legally relevant declarations and notifications to be submitted by the contractor in relation to the contract (e.g. set deadlines, reminders, withdrawal from the contract) must be made in writing or in text form (e.g. letter, email, fax). Notwithstanding the above, the statutory provisions apply with regard to formal requirements and additional evidence, especially in case of doubt regarding the authority of the person submitting a declaration.

(6) Any references to the validity of statutory provisions are only made for clarification purposes. The statutory provisions shall therefore also apply without such clarifying references, unless they are directly amended or explicitly excluded by these general terms and conditions of purchase.

## Section 2: Conclusion of Contract, Change of Service, Termination

(1) Our purchase order shall not be considered binding until it has been submitted in writing or confirmed. The contractor must inform us of any obvious errors (e.g. spelling mistakes and miscalculations) and any information that may be missing from a purchase order, including the order documents, before the purchase order is accepted, so that

changes can be made and information can be added as required; otherwise, the contract shall be rendered null and void.

(2) The contractor shall be obliged to confirm our purchase order in writing within six working days or to execute the order unconditionally, in particular by sending the goods. If the purchase order is accepted after this period, this shall be considered a new offer, which must be accepted by us.

(3) We shall be entitled to change the time and place of performance – and, where applicable, the type of packaging – at any time by giving written notice at least six working days before the agreed delivery or service date. The same applies to any changes to the service or product specifications, provided that such changes can be implemented at no significant additional expense within the scope of the contractor’s normal production and business operations. We shall reimburse the contractor for any reasonable additional costs that are demonstrably incurred as a result of such changes. If such changes result in delivery or service delays that cannot be avoided with a reasonable degree of effort within the scope of the contractor’s normal production and business operations, the originally agreed delivery or service date shall be postponed accordingly. The contractor shall provide us with a written notification containing a careful estimation of the additional costs or the delivery or service delays to be expected; the contractor must submit this notification in good time before the delivery or service date, but no later than six working days after receiving the notification described in the first sentence above.

(4) We shall be entitled to terminate the contract at any time by means of a written declaration, stating the relevant reasons for termination, if we are no longer able to appropriately use the ordered goods and services in our business operations due to circumstances that may arise after we enter into the contract. In such cases, we shall reimburse the contractor for the partial services it has provided. This shall be without prejudice to our statutory termination rights.

## Section 3: Delivery Deadlines and Delays

(1) The contractor shall be bound by any deadlines for services or deliveries that we may specify in the purchase order. If no deadlines for services or deliveries are specified in the purchase order, and if no other agreement has been made in this regard, a normal delivery deadline shall be deemed to have been agreed. The contractor shall be obliged to immediately inform us in writing if it believes that it will not be able to meet any agreed delivery or service deadlines for whatever reason.

(2) If the delivery deadline can be determined on the basis of the contract, the contractor shall be deemed to be in default at the end of that date without the need for us to issue a reminder.

(3) If the contractor is in default, we may, in addition to asserting any further statutory rights and claims, demand a lump sum of compensation for the damages we incur as a result of the delay amounting to 0.2% of the net price of the delayed delivery or service per working day, but no more than 5% of the net price of the delayed delivery or service in total. We reserve the right to prove that we have incurred greater damages. The contractor reserves the right to prove

that we have incurred significantly less or no damage. The lump sum of compensation owed for the damages we incur as a result of the delay may be claimed until the final invoice is due.

### **Section 4: Services, Deliveries, Acceptance, Transfer of Risk, Default of Acceptance**

(1) The contractor shall not be entitled to have the services owed under the contract provided by third parties (e.g. subcontractors) without our prior written consent. The contractor shall bear the procurement risk for its services, unless otherwise agreed in a specific case (e.g. limitation to stocks).

(2) The goods shall be delivered duty paid (DDP – Incoterms 2020) to the destination specified in the purchase order. If the destination is not specified, and if no other agreement is made in this regard, the goods must be delivered to our registered office in Mainz. The respective destination shall also be the place of performance for the delivery, as well as the place of performance for any rectification measures in case of defects.

(3) If an acceptance procedure is agreed or required by law, a formal acceptance procedure shall be conducted in each case. If the contractor requests acceptance after the services have been provided, we must conduct the acceptance procedure within 12 working days. The goods or services shall not be deemed to have been accepted through their use. If an acceptance procedure is agreed, the statutory provisions stipulated in legislation on contracts for work and services shall apply accordingly.

(4) Each delivery must be accompanied by a delivery note specifying the date (issuance and dispatch), the contents of the delivery (item numbers and quantity) and our purchase order reference (date and number). If a delivery note is missing or incomplete, we shall not be held responsible for any subsequent delay in processing and payment. A corresponding dispatch note with the same content must be sent to us separately from the delivery note.

(5) The risk of accidental loss and deterioration of an item shall be transferred to us as soon as the item is handed over at the place of performance. If an acceptance procedure is agreed or required by law, this shall determine when the risk is transferred to us. The goods shall be deemed to have been handed over or accepted if we are in default of acceptance.

(6) The statutory provisions shall determine whether we are in default of acceptance. However, the contractor must expressly offer us its services even if a specified or specifiable calendar date has been agreed for us to act or cooperate in any other way (e.g. by providing materials). If we are in default of acceptance, the contractor may claim compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract concerns a custom-made item to be manufactured by the contractor, the contractor shall only be entitled to assert further rights if we are obliged to cooperate and are responsible for our failure to cooperate.

### **Section 5: Prices and Terms of Payment**

(1) The price indicated in each purchase order shall be binding. All prices shall include the statutory rate of value added tax, unless this is indicated separately.

(2) Unless otherwise agreed in a specific case, the price shall include all of the contractor's services and incidental services (e.g. assembly, installation) and all ancillary costs

(e.g. proper packaging and, transport costs, including any transport and liability insurance).

(3) The agreed price shall be due for payment within 30 calendar days of complete delivery and service (including any acceptance procedure that may be agreed or required by law) and receipt of a proper invoice. If we make a payment within 14 calendar days, the contractor shall grant us a 3% discount on the net invoice amount. In the case of bank transfers, the payment shall be deemed to have been made on time if our transfer order is received by our bank within the payment deadline; we shall not be responsible for any delays caused by the banks involved in the transaction.

(4) Neither we nor the contractor shall owe any default interest. The statutory provisions shall apply to any delays in payment.

(5) We may exercise the right to offset and withhold claims – and base our defence on an unfulfilled contract – to the extent permitted by law. In particular, we shall be entitled to withhold any outstanding payments for as long as we hold claims against the contractor due to incomplete or defective services.

(6) The contractor may only exercise a right to offset or withhold claims due to legally established or undisputed counterclaims.

### **Section 6: Confidentiality and Retention of Title**

(1) We shall reserve all proprietary rights and copyrights to illustrations, plans, drawings, calculations, instructions, product descriptions and other documents. Any such documents may only be used for the performance of the contract and must be returned to us once the contract has been completed. The documents must be kept secret from third parties, even after the contract has expired. This obligation to maintain confidentiality shall only expire if the knowledge contained in the documents becomes available to the general public.

(2) The above provision shall apply accordingly to any substances and materials (e.g. software, finished and semi-finished products) and any tools, templates, samples and other items that we may provide to the contractor for production purposes. Unless such items are processed, they must be stored separately and reasonably insured against loss and destruction at the expense of the contractor.

(3) If the contractor processes, mixes or combines any of the materials we provide, any such further processing shall be done for us. The same shall apply if we carry out further processing on the delivered goods ourselves; we shall be regarded as the manufacturer and shall acquire ownership of the final product – at the latest when the goods are subjected to further processing – in accordance with the statutory provisions.

(4) We must be transferred ownership of the goods unconditionally, regardless of whether the purchase price has been paid. However, if we ever accept an offer from the contractor for the transfer of ownership that is conditional on the payment of the purchase price, the contractor's retention of title shall expire at the latest when the purchase price for the delivered goods is paid. We shall be authorised to resell the goods within our ordinary course of business even before the purchase price has been paid, provided that the resulting claims are assigned to the contractor in advance (alternatively, validity of the simple retention of title extended to the resale). In any case, the contractor shall not be entitled to exercise any other forms of retention of

title, in particular any extended or transferred retention of title and any retention of title extended to further processing.

## Section 7: Defective Deliveries

(1) If any defects (including material defects and defects in title) are found in the services (including incorrect or short deliveries, improper assembly and inadequate assembly or operating instructions), and if the contractor breaches any other duties, our rights shall be governed by the statutory provisions, unless otherwise specified below.

(2) In accordance with the statutory provisions, the contractor shall be particularly liable for ensuring that the goods have the agreed quality when the risk is transferred to us. In any case, the agreed quality shall be inferred from the product descriptions that are subject to the respective contract or that are included in the contract in the same way as these general terms and conditions of purchase, in particular by means of an indication or reference contained in our purchase order. It shall make no difference whether the product description is provided by us, the contractor or the manufacturer.

(3) By way of derogation from the second sentence of Section 442 (1) BGB, we shall be fully entitled to assert claims for defects even if we are unaware of the defects in question when entering into the contract as a result of gross negligence.

(4) The provisions of Sections 377 and 381 of the German Commercial Code (HGB) shall apply with regard to our commercial obligation to inspect deliveries and report defects, subject to the following conditions: We shall only be obliged to check for defects that may be revealed by visual inspections of incoming goods, including delivery documents, or defects that may be revealed by random quality controls (e.g. transport damage, incorrect or short deliveries). We shall not be obliged to inspect the goods if a formal acceptance procedure has been agreed. The necessity of an inspection shall also depend on its feasibility within our ordinary course of business, taking into account the specific circumstances of each case. However, we shall still be obliged to report any defects found at a later date. Irrespective of our obligation to inspect deliveries, we shall be deemed to have raised an immediate and timely complaint (notification of defects) if we submit a complaint within 12 working days of discovering the defect or, in the case of obvious defects, within 12 working days of delivery.

(5) The rectification measures shall also include removing the defective goods and reinstalling them, provided that the goods have been installed in another item in accordance with their intended use. The costs incurred by the contractor for the purpose of examining the goods and rectifying the defect (including any removal and installation costs) shall be borne by the contractor even if it turns out that the goods are not defective. We shall be liable for damages in the event of an unjustified request for the rectification of a defect; however, we shall only be liable if we actually recognised the lack of defects or failed to recognise such through our own gross negligence.

(6) If the contractor does not meet its obligation to rectify a defect, either by eliminating the defect (repair) or by delivering a non-defective item (replacement), as chosen by us, within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance payment from the contractor. If the contractor fails in its attempt to rectify a defect, or if the rectification measures are unreasonable for us (e.g. because the matter is

particularly urgent, there is a threat to operational safety or we are about to incur disproportionate damage), we shall not be required to set a deadline; we shall inform the contractor of such circumstances immediately, giving advance notice where possible.

(7) In the event of a defect, we shall also be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and the reimbursement of expenses in accordance with the statutory provisions.

## Section 8: Recourse Against the Supplier

(1) In addition to claims for defects, we may fully assert our statutory recourse claims within a supply chain in accordance with Sections 478 and 479 BGB. In particular, we shall be entitled to ask the contractor to rectify the issue exactly as demanded by our customer in each case (repair or replacement). This shall not restrict our right to choose our own rectification measures in accordance with Section 439 (1) BGB.

(2) Before acknowledging or honouring a claim for defects asserted by one of our customers (including the reimbursement of expenses pursuant to Sections 478 (2) and 439 (2) BGB), we shall notify the contractor, briefly presenting the facts of the matter and requesting a written statement. If a statement is not made within a reasonable period and no amicable solution can be found, the claim for defects owed to our customer shall be the claim that has actually been granted by us; in such cases, the contractor shall be responsible for providing evidence to the contrary.

(3) Our claims arising from recourse against the supplier shall apply even if we or one of our customers have subjected the goods to further processing before selling them to a consumer (e.g. by installing them in another product).

## Section 9: Product Liability

(1) If the contractor is responsible for a product liability claim, the contractor shall indemnify us against any third-party claims insofar as the cause can be traced back to its sphere of control and organisation and insofar as the contractor is personally liable to third parties.

(2) As part of its obligation to provide indemnification, the contractor must reimburse any expenses resulting from or in connection with any third-party claims, including any product recall campaigns carried out by us, in accordance with Sections 683 and 670 BGB. We shall inform the contractor about the content and scope of any such product recalls – if possible and reasonable – and shall give the contractor the opportunity to comment. We reserve the right to assert further statutory claims.

(3) The contractor must take out product liability insurance with lump-sum coverage of at least EUR 2 million per claim for personal injury / property damage; the contractor must constantly renew the policy and provide us with the relevant proof upon request by submitting confirmation of insurance.

## Section 10: Spare Parts

The contractor shall be obliged to keep spare parts available for the goods delivered to us throughout the expected service life of the goods, but for no longer than 10 years after delivery; the relevant prices and delivery conditions must be in line with the market.

### Section 11: Limitation Period

(1) Any mutual claims held by the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise specified below. If a defect is fraudulently concealed by the contractor, the statutory regulations shall always apply.

(2) By way of derogation from Section 438 (1) No. 3 BGB, the general limitation period for any claims for defects arising from the sale or delivery of goods shall be three years from the transfer of risk. By way of derogation from Section 438 (1) No. 2 BGB, the limitation period shall be six years in the case of claims for defects relating to a building or relating to an item that has been used for a building in accordance with the normal way it is used and has resulted in the defectiveness of the building. These extended limitation periods shall also apply accordingly to any claims arising from defects in title, but without prejudice to the statutory limitation period for real rights of third parties on the basis of which the return of a purchased item may be demanded (Section 438 (1) No. 1 BGB); in addition, any defects in title shall not become time-barred under any circumstances as long as the third party can still assert the right against us, in particular in the absence of a limitation period.

(3) By way of derogation from Section 634a (1) No. 1 BGB, the limitation period for claims for defects shall be three years from acceptance in the case of a work whose result consists in the manufacture, maintenance or alteration of an item or in the provision of planning or monitoring services for this purpose. By way of derogation from Section 634a (1) No. 2 BGB, the limitation period for claims for defects shall be six years from acceptance in the case of a building and in the case of a work whose result consists in the provision of planning or monitoring services for this purpose.

(4) As soon as our written notification of defects is received by the contractor, the limitation period for claims for defects

shall be suspended until the contractor rejects our claims or declares the defect to have been rectified or otherwise refuses to continue negotiations regarding our claims. In the case of replacement or repair, the limitation period for replaced or repaired parts shall begin again, unless the contractor's behaviour gives us reason to assume that the contractor did not feel obliged to take the measure in question, but merely made the replacement or repair as a gesture of goodwill or for similar reasons.

(5) If we are also entitled to assert non-contractual claims for damages due to a defect, the regular statutory limitation periods specified in Sections 195 and 199 BGB shall apply, unless the limitation period could be extended in a particular case by applying the limitation periods stipulated in laws on contracts of sale or contracts for work and services.

### Section 12: Applicable Law and Place of Jurisdiction

(1) These general terms and conditions of purchase – and the contractual relationship between the contractor and us – shall be subject to the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) If the contractor is a “merchant”, as defined in the HGB, a legal person incorporated under public law or an investment fund incorporated under public law, our registered office in Mainz shall be the exclusive – and international – place of jurisdiction for any disputes arising from the contractual relationship. The same shall apply if the buyer is an “entrepreneur”, as defined in Section 14 BGB. In any case, however, we shall also be entitled to take legal action at the place of performance for the delivery, as indicated in these general terms and conditions of purchase or in a prioritised individual agreement, or at the contractor's general place of jurisdiction. This shall be without prejudice to the prioritisation of certain statutory provisions, particularly those relating to exclusive competences.