
General Purchasing Terms and Conditions of the Reifenhäuser Group

1. Scope

1.1 These Purchasing Terms and Conditions shall apply to all supplies and services ("Services") to companies of the Reifenhäuser Group ("Client", "we" or "us"). The Contractor's terms and conditions which conflict with or deviate from these Purchasing Terms and Conditions shall not apply, unless we have explicitly agreed to them in writing. These Purchasing Terms and Conditions shall also apply if we unreservedly accept the Services by the Contractor with knowledge of the Contractor's terms and conditions which conflict with or deviate from our Purchasing Terms and Conditions.

1.2 In addition to these Purchasing Terms and Conditions, the supply guidelines for the respective point of receipt, which can be downloaded at www.reifenhauser.com/en/pages/downloads shall apply.

2. Services

2.1 We are entitled to request changes to the Services, even after the conclusion of the contract, if these can reasonably be expected of the Contractor. In case of effects in respect of additional or reduced costs as well as the date of performance price and schedule of performance shall be adapted reasonably.

2.2 Agreed dates of performance and periods are binding. In the event of delay, we are entitled to a penalty in the amount of 0.5% of the net order sum for each full week that the agreed date of performance is exceeded. If the exceeding of the date of performance only concerns a delimitable part of the Services, which does not impair the usability of the already delivered part of the Services, the penalty shall only be calculated on the basis of the net order sum of the delayed part of the Services. The penalty shall be limited to 5% of the net order sum. The Contractor may furnish documented evidence that damage has not even occurred or is significantly less than the penalty accrued. We reserve the right to exercise further legal rights, such as but not limited to cancel the contract and claim damages. However, the penalty shall be deducted from any claims for damages.

2.3 If the Contractor anticipates that it will not be able to comply with dates of performance or periods for Services, it shall notify us of this without undue delay, stating the reasons and expected duration of the delay.

2.4 The Contractor is not entitled to perform partial Services.

2.5 Unless agreed otherwise, the Contractor may only award sub-contracts with our consent.

2.6 If the Contractor supplies us with works or services, it gives its assurance that the statutory minimum wage will be paid to the employees used by it or by any possible sub-contractors. It also undertakes, upon request, to present monthly proof that the minimum wage is paid by it or any possible sub-contractors. The Contractor undertakes, upon first demand, to indemnify us in relation to any and all such claims to which its employees and the employees of its sub-contractors are entitled.

3. Place of performance

The place of performance for the Parties' payment claims shall be the Client's registered office; for all other claims, the respective point of receipt stated in our order form shall be the place of performance.

4. Certificates of origin / product; export restrictions

4.1 The Contractor shall promptly make available any certificates

requested by it (e.g. suppliers' declarations, movement certificates, manufacturers' declarations of conformity (CE)) complete with all details and properly signed free of charge. This shall also apply to all documents which are required for the use, installation, assembly, processing, storage, the operation, servicing, inspection, maintenance and repair of the Services.

4.2 If Services are subject to foreign trade regulations under German or other law, the Contractor shall obey all relevant provisions under its own responsibility. The Contractor shall obtain any required export permits, including for us. If we do not obtain a required export permit, we shall be entitled to cancel the contract.

5. Issue of invoices

5.1 Each order shall require one separate invoice. The invoice must meet the requirements of applicable tax laws, in Germany especially the Value Added Tax (VAT) Law [*Umsatzsteuergesetz*], and shall describe the Services rendered in a clear and understandable manner, stating our order number. If it is agreed that the Services have to be accepted, the acceptance protocol shall be enclosed.

5.2 The quantities, contents and numbers of pieces we have acknowledged shall be decisive for the calculation.

5.3 If possible, invoices shall be issued by electronic means. The corresponding requirements are deposited at www.reifenhauser.com/en/pages/downloads.

6. Payment conditions

6.1 The agreed prices are fixed prices and are subject to any VAT incurred, free at place of use including packaging and transport costs.

6.2 The payment shall be made after proper Services or acceptance, if such is agreed or has to be carried out, and the receipt of the invoice either within 14 days with a cash discount of 3% or within 30 days without a discount.

6.3 We are only obliged to make advance payments if this is agreed and the Contractor provides us with sufficient security, e.g. through a performance bond of a German bank.

6.4 If there are delays in payment, we are only obliged to pay interest in the amount of 3% above the respective basic interest rate.

6.5 We shall be entitled to set-off rights and rights of retention to the extent provided by law. In addition, we may also set off against all claims that affiliated companies of Reifenhäuser GmbH & Co. KG Maschinenfabrik have against the Contractor. We will inform the Contractor about the companies concerned by this provision in detail upon request.

7. Transfer of risk

Transfer of risk shall occur upon the provision of the Services or upon acceptance if such is agreed or has to be carried out.

8. Documents/confidentiality

8.1 Documents (e.g. drawings and calculations), fixtures, models, tools, other manufacturing equipment or templates made available by us shall remain our sole property. They may only be used for preparing the offer and for providing the Services.

8.2 We are entitled to demand immediate transfer free of charge and without delay of all templates (e.g. models, tools) and documents used by the Contractor for executing the order. After payment, title to these templates and documents shall pass to us. If

the Contractor is in delay we may use them without a special permission, to procure successful contract execution, to carry out maintenance and repair work as well as subsequent modifications and to manufacture spare parts ourselves or to have such spare parts manufactured by third parties and to hand them over for such purposes. The Contractor shall also provide us with other information required to procure successful execution of the contract.

9. Defects

9.1 In the event of defects as to quality or title in the Services provided by the Contractor, the statutory regulations shall apply, however, in purchase agreements, contracts for work and materials or contracts for work and services, we may choose the manner of supplementary performance, i.e. remediation of defects or substitute Services. The Contractor may refuse the type of supplementary performance chosen by us if this would result in disproportionate costs. We may fix a reasonable deadline for the supplementary performance, unless we cannot reasonably be expected to accept the supplementary performance. Such an unacceptable situation may result not only from the cases established by law, but also and in particular from an imminent unreasonable delay or from an uncertain success in case of Services which are safety-relevant or operational or essential to operations or the business. The stipulation of a period for supplementary performance by mutual agreement shall have the same legal effect as a deadline set by us.

9.2 In the event of defects as to quality, safe for the statutory rights, we may also remedy those defects by ourselves and demand payment in advance, even in the case of purchase agreements and contracts for work and materials, after expiry without results of a deadline fixed for supplementary performance in accordance with Section 637 of the German Civil Code [BGB]. We reserve the right to exercise further statutory rights, such as but not limited to claims for damage.

9.3 As far as we are entitled to cancel the contract due contractual or statutory provisions in the event of Services not being provided or not being provided properly, the cancellation may be limited to this part while maintaining the remaining contract, provided that the failure to provide the Services or to provide the Services properly is limited to a delimitable portion of the Services.

9.4 If we are obliged to inspect the Services and give notice of defects, such notice shall be given within two weeks from the date of performance. Our obligation to inspect the Services upon performance shall be restricted to obvious defects based on the delivery documents. The notice of a hidden defect shall be considered in due time if given within two weeks from its discovery.

9.5 The place of performance for the supplementary performance shall be the place of installation of the defective Services.

9.6 The statutory warranty period shall apply. For remedied parts or newly provided Services, the warranty period shall recommence upon the completion of the supplementary performance.

9.7 If a defect as to quality is discovered within six months from the transfer of risk, it shall be presumed that the Services were already defective at the time of the transfer of risk, unless this presumption is inconsistent with the type of the Services or defect.

9.8 The mere receipt, use, processing, payment or repeat order of the Services shall not constitute any approval or acceptance of these Services or a waiver of claims for defects.

10. Contractor's liability

The Contractor shall be liable for intent and any form of negligence also with regard to its employees, vicarious and performing agents.

11. Intellectual property rights

11.1 The Contractor guarantees that no intellectual property rights and other third party rights will be infringed in connection with the Services.

11.2 If a third party raises a claim against us in this regard, the Contractor shall indemnify us against these claims on first written demand.

11.3 The Contractor's obligation to indemnify shall relate to all expenses necessarily incurred by us out of or in connection with the assertion of a claim by a third party.

12. Retention of title

Upon the handover of an item delivered by the Contractor, we shall acquire direct title to this. We do not accept the Contractor's retention of title, even in the form of an expanded or extended retention of title by its previous supplier.

13. Set-off/right of retention by the Contractor

The Contractor may only set off claims which are undisputed or acknowledged by declaratory judgment. It shall only be entitled to have such rights of retention which are based on the same contractual relationship.

14. Processing orders

We shall retain absolute sole title to material delivered by us in any case, irrespective of the extent to which a processing is carried out. In the event of processing, we shall acquire title to the semi-finished or finished products, and thus are considered to be their manufacturer within the meaning of Section 950 para. 1 BGB. The Contractor shall merely be the custodian. This shall also apply if the products are more valuable than the delivered material, however the products shall merely serve as security in the amount of the value of the delivered material subject to a retention of title.

15. Compliance

15.1 The Contractor undertakes to respect all legally binding regulations, especially the applicable criminal laws, the laws on the protection of fair competition, the applicable import and export bans, the applicable customs and tax regulations, the statutory provisions on the protection of the environment and the general minimum wage, and to prohibit all child and compulsory labour, and to ensure its employees have reasonable working hours, safe working conditions and a working environment free of discrimination.

15.2 If the Contractor infringes any of the aforementioned obligations, it will indemnify us and our customers in respect of all costs, third-party claims (especially any direct and indirect claims for damages) as well as any other detrimental consequences (fines, for example) asserted against us due to said infringement. This does not apply if the Contractor is not responsible for this breach. Such an infringement will also provide us with cause for immediately terminating all services, irrespective of any claim to damages.

16. Place of jurisdiction/applicable law

16.1 The place of jurisdiction for all disputes resulting out of or in connection with the contractual relationship shall be local or regional court responsible for the Client's registered office. We may however sue the Contractor at its general place of jurisdiction.

16.2 The contract shall be governed by German law.

17. Final provisions

Should individual provisions of these terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the other provisions or the residual part of the clause. For this case, the Parties already now undertake to enter into negotiations that aim to replace the invalid provision with such a clause that approximates most closely in an economic sense to what the Parties intended by the existing provision.