

## General Terms and Conditions of Purchase

### 1.0 Conclusion of contract

- We order on the basis of our General Terms and Conditions of Purchase. Other conditions do not become part of the contract, even if we do not expressly object to them. If we accept the delivery or service without express objection, it can in no case be inferred from this that we have accepted the supplier's terms of delivery.
- If the supplier does not accept the order within two weeks of receipt, we are entitled to revoke it.
- Offers are non-binding and free of charge for us.
- Contracts of all kinds as well as their amendments and additions must be in writing. Verbal agreements are only binding on us if they are confirmed by us in writing.
- Services rendered or deliveries without a written order will not be accepted.
- The correspondence must be conducted with the ordering purchasing department. Agreements with other departments require explicit written confirmation by the purchasing department in the form of an addendum to the contract, insofar as agreements are to be made that change points specified in the contract.

### 1.1 Prices, shipping, packaging

- The agreed prices are fixed prices. Changes due to subsequent increases in any costs, taxes and the like are excluded.
- Costs for packaging, freight and transport to the shipping address or place of use specified by us are included in these prices.
- If no price is fixed when the order is placed, the current list price of the supplier shall apply, taking into account the customary deductions. This price must be stated at the latest with the order confirmation. If there is no objection on the part of WOLLIN GmbH within 10 working days, the price is considered approved.
- The type of pricing does not affect the agreement on the place of performance.
- Shipping is at the supplier's risk. The risk of any deterioration, including accidental loss, remains with the supplier until delivery to the shipping address or place of use desired by us.
- Packaging costs and packaging rental fees are to be charged to us at cost price, insofar as a calculation has been agreed in exceptional cases.

### 1.2 Invoice issuance, delivery date and payment

- Invoices must be sent to us in a single copy when the goods are shipped, but separately from them. Order number and order date must be indicated in each invoice.
- The payment of an invoice is not considered a waiver of a notice of defects with regard to the invoiced goods. In the event of faulty delivery, we are entitled to suspend payment on a pro rata basis until proper fulfilment.
- The agreed delivery date is binding. The decisive factor for compliance with the delivery date or delivery period is the receipt of the goods at the point of receipt or use named by us or the timeliness of successful acceptance.
- If a promised delivery date cannot be met, this must be communicated immediately in writing, stating the reasons and the duration of the delay in delivery.

- In the event of delay in delivery, we can deduct 0.5% of the order value for each week of delay, but a maximum of 5% of the purchase price in total, as a contractual penalty for exceeding the delivery time without special proof of damage. There is no need for a reservation to assert a contractual penalty in the event of acceptance of a late delivery. Acceptance of a late delivery does not constitute a waiver of any further rights and claims.
- The supplier is obliged to compensate us for all direct and indirect damage caused by delay.
- If agreed deadlines are not adhered to due to a circumstance for which the supplier is responsible, we shall be entitled, after the expiry of a reasonable grace period set by us, to demand damages for non-performance or to procure compensation from a third party, or to withdraw from the contract, without prejudice to further claims of our choice.
- Force majeure and labour disputes release WOLLIN GmbH from its performance obligations for the duration of the disruption and to the extent of its effect. We are obliged to provide our contractual partners with the necessary information within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith. In particular, we are fully or partially exempt from the obligation to accept the ordered delivery/service and are entitled to withdraw from the contract if the delivery/service can no longer be used by us due to the delay caused by the force majeure or the industrial dispute - taking into account economic aspects .
- In the event of earlier delivery than agreed, we reserve the right to return the shipment at the supplier's expense. If no return is made in the event of early delivery, the goods shall be stored at WOLLIN GmbH until the delivery date at the expense and risk of the supplier.
- We accept partial deliveries by express agreement. In the case of agreed partial shipments, the scope of delivery and the remaining quantity must be listed.

### **1.3 Guarantee, Warranty**

- The supplier warrants and represents that all items delivered by it and all services provided by it comply with the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, employers' liability insurance associations and trade associations. In particular, compliance with all relevant EC directives and the resulting labelling, documentation and certification are required. Documents required by these guidelines must be delivered to us with delivery, without further request.
- If deviations from these regulations are necessary in individual cases, the supplier must obtain our written consent. The supplier's guarantee or warranty obligation shall not be affected by this consent. If the supplier has reservations about the type of execution requested by us, he must inform us immediately in writing.

- We shall notify the supplier in writing of any open defects in the delivery/service as soon as they are discovered in accordance with the conditions of proper business operations, but no later than within 14 days of delivery.
- Defects in the delivery/service complained of during the warranty or warranty period, which also include the failure to achieve guaranteed data and the lack of warranted properties, shall be remedied by the supplier immediately and free of charge, including all ancillary costs, at our discretion by repair or replacement of the defective parts.
- Further statutory claims, in particular claims for conversion, reduction, replacement and/or damages, remain unaffected.
- If the supplier culpably fails to comply with its guarantee or warranty obligation within a reasonable period of time set by us, we may take the necessary measures ourselves at its own expense and risk, or have them carried out by third parties, without prejudice to its guarantee or warranty obligation. In urgent folds, we can carry out the repair ourselves or have it carried out by a third party after consultation with the supplier. Small defects can be remedied by us ourselves - in fulfilment of our duty to mitigate damage - without prior consultation and the expenditure can be charged to the supplier, without affecting the guarantee or warranty obligation of the supplier. The same applies if there is a threat of unusually high damage.
- If the warranty or warranty period is not separately agreed, it is 12 months, unless a longer warranty or warranty period applies by law. This also applies to multi-shift operation. It begins with the handover of the delivery item to us or to the third party named by us at the point of receipt or use prescribed by us.
- In the case of fixtures, machines and systems, the warranty period begins with the acceptance date stated in the written acceptance declaration of our purchasing department.
- If we are sued for violation of official safety regulations or due to domestic or foreign product liability regulations or laws due to a defect in our product that can be traced back to goods of the supplier, then we are entitled to demand compensation from the supplier for this damage, insofar as it is caused by the products supplied by the supplier. This damage also includes the costs of a precautionary recall.
- The Supplier will mark the deliverables in such a way that they are permanently recognizable as its products. The supplier must carry out quality assurance that is suitable in terms of type and scope and corresponds to the latest state of the art and must provide evidence of this upon request. He will conclude a corresponding quality assurance agreement with us if we consider this necessary. In addition, the supplier will insure itself against all risks arising from product liability in an amount to be agreed and will present the insurance policy to us on request.
- The supplier shall be liable for ensuring that the use of the goods supplied by him does not directly or indirectly violate domestic or foreign property rights or other rights that do not enjoy a special legal status. It indemnifies us and our customers from all claims arising from this.
- Upon request, the Supplier shall notify the use of published and unpublished own and licensed property rights and property rights applications of the delivery item.

#### **1.4 General Provisions**

- Should individual parts of these General Terms and Conditions of Purchase be legally invalid, this shall not affect the validity of the remaining provisions. Instead of an invalid provision, the effective provision shall be deemed to have been agreed, the economic content of which comes closest to the invalid provision.
- The Supplier is obliged to comply with the laws of the applicable jurisdiction(s). It will not participate actively or passively, directly or indirectly, in any form of

bribery, violation of the fundamental rights of its employees or child labor. In addition, it will assume responsibility for the health and safety of its employees in the workplace, observe environmental protection laws and promote and demand compliance with this Code of Conduct from its suppliers in the best possible way. The Supplier agrees to comply with the OECD Guidelines and Section 1502 of the Dodd-Frank Act, which aims to prevent the use of minerals that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo (DRC) or adjoining countries ("Conflict Minerals"). If the supplier culpably violates these obligations, WOLLIN shall be entitled to withdraw from the contract or terminate the contract, without prejudice to further claims.

- The Supplier undertakes to disclose all non-public commercial and technical details known to it through the business relationships to keep secret.
- Drawings, models, templates, samples and similar objects may not be made available to unauthorized third parties or otherwise made accessible. The reproduction of such objects is only permitted within the framework of operational requirements and copyright regulations. Subcontractors must be obliged accordingly.
- Suppliers may only advertise their business relationships with prior written consent.
- The supplier is not entitled to pass on the order to third parties without our prior written consent.
- The supplier is not entitled to assign its claims against us without our prior written consent, which is not unreasonably withheld.
- The place of performance and jurisdiction is Ulm. We may also sue the supplier at our option in the court with local jurisdiction over its registered office.
- We store data in the context of our mutual business relationships in accordance with the General Data Protection Regulation (GDPR).
- The law of the Federal Republic of Germany shall apply exclusively, with the exception of the uniform sales laws, unless otherwise agreed.
- If any provision of these Terms and Conditions or the contract with  
Upon request, the Supplier shall agree on such amendments to the contract with us and make such declarations to third parties or authorities by which the validity of the affected regulations and, if this is not possible, their economic content is also guaranteed under foreign law.