

1. Scope of application

1.1. The legal relations between us and the Supplier with regard to any purchasing activity on our part shall be governed solely by the following terms and conditions. The application of any terms and conditions of the Supplier or any deviating agreements shall be subject to our written acknowledgment. Neither the fact that we do not expressly object to an agreement nor any acceptance of or payment for goods or services by us shall be deemed to constitute such acknowledgment.

1.2. Our General Terms and Conditions shall apply on an exclusive basis even where we – without reservation and with knowledge of the existence of general terms and conditions of the Supplier – send orders, accept services or, directly or indirectly, make reference to a letter or the like comprising general terms and conditions of the Supplier.

2. Conclusion of the contract

The individual contract governing the delivery of the goods or the provision of the services in question, and any amendments, collateral agreements, declarations of termination, other declarations or notifications, must be in writing. Orders and delivery schedules shall be deemed to have been accepted where the Supplier does not raise any objections thereto within 7 calendar days. Any such objection must be communicated via e-mail to the following address: einkauf-als@atesteo.com.

3. Quality / Change of Scope / Subcontractors

3.1. The Supplier shall be obliged to continually ensure that the goods to be delivered to us are in line with the state of the art and to notify us of any potential means of improvement and technical modification in this regard.

3.2. The Supplier shall be obliged to set up and maintain a quality assurance system which is suitable in terms of its nature and scope, is in line with the state of the art and is well documented. It must keep records of the quality checks carried out by it and provide these to us upon our request. The Supplier shall be obliged to retain these records for a period of 3 years from the date of their creation.

3.3. We shall be entitled to subject the Supplier to quality audits, or commission other parties to do so, for the purposes of evaluating the effectiveness of the quality assurance system. The Supplier hereby consents to our customer also being present on such occasions.

3.4.1. We are entitled to request from the Supplier modifications in the design and construction of the delivered goods, provided that the Supplier can be reasonably expected to meet such requests. The Supplier shall implement such modifications within a reasonable period of time.

3.4.2. Mutually satisfactory agreements shall be concluded concerning the consequences of such modifications, in particular with regard to extra and reduced costs and delivery dates.

3.4.3. If an agreement is not reached within a reasonable period of time, we shall be entitled to terminate the contract prematurely without stating reasons. In this case, we shall reimburse the Supplier only for the costs already incurred by the Supplier prior to notification of the change request.

3.5. The Supplier shall be entitled to assign any of its duties to subcontractors only with our prior written approval.

4. Prices / payment terms

4.1. The stipulated prices are fixed prices. Invoices to be submitted, without any copies, must indicate the order number, order item, account allocation, unloading point, Supplier number, parts number, number of units, price per unit and quantity per delivery.

4.2. Unless agreed otherwise between the parties or stipulated otherwise in our order, we will pay within 14 calendar days of delivery and our receipt of the invoice in question subject to a 3 % discount, or within 30 days without any deductions.

4.3. The Supplier shall not be entitled to assign, or instruct third parties to collect on, any claims which it may have against us without our prior written consent. Should the Supplier assign, or instruct third parties to collect on, any such claims without our consent, we shall remain entitled to effect payment to the Supplier thereby effectively fulfilling our obligations in this regard.

4.4. The Supplier shall only be entitled to offset a claim against our claims or to enforce a right of retention if and to the extent that its claim is undisputed, or its counterclaim is final and non-appealable.

4.5. No payments made by us shall constitute an acknowledgment of either the settlement of our account or the freedom from any defects of the services provided by the Supplier.

5. Terms of delivery / governmental permits / export controls

5.1. Unless stipulated otherwise, all deliveries are DAP (Incoterms 2020), including packing and preservation of the products, to the location indicated by us. The delivery note shall include our order number, item number and supplier number.

5.2. The Supplier shall inform us of the necessary governmental permits and notification obligations which apply to the importation and use of the goods to be delivered.

5.3. The Supplier shall, insofar as such is applicable, comply with all export control laws and regulations of the EU, the US or other export control requirements. The Supplier shall obtain all necessary permits before the transfer of technical information or objects to us and shall notify us, on an unsolicited basis, of the respective export control classification numbers for such technical information and goods (e.g. US law: ECCN) and of any restrictions for the transfer of such. The Supplier hereby undertakes to make available to us all information necessary for compliance with such provisions in each case. We shall be entitled to terminate any contract with immediate effect in relation to the Supplier insofar as any changes in applicable national or international export control laws or regulations or our internal rules based on such render impossible, or appear to make impossible, any acceptance of the contractual services or the fulfilment of obligations under the contract for the foreseeable future.

5.4. The Supplier shall, upon our request, disclose details of its technical information and delivered goods to us. Irrespective of whether the delivery in question is cross-border in scope, the Supplier must provide us with all information requested by us which is necessary pursuant to export control legislation and regulations (in particular, EU and US regulations).

5.5. The Supplier shall provide us with any certificates of origin, supplemented with all necessary information, requested by us without delay.

6. Dates and deadlines

6.1. Delivery dates stated in our orders are binding and shall be deemed to be the delivery date agreed between the parties. If the delivery date is not met, the Supplier shall be in default without prior notice. Stipulated dates and deadlines shall be binding. The Supplier shall be obliged to notify us in writing without delay of any discernible delay in the provision of its services, indicating the reasons for, and the probable duration of, the delay. Such notification shall not result in any change in the originally stipulated delivery date. The Supplier shall only be entitled to rely on an assertion to the effect that the delay is not due to any fault on its part including any event of force majeure where it has complied with its obligation to notify us in this regard.

6.2. In the event of a long-term inability to deliver or if the Supplier faces an essential impairment of its financial situation, we should be entitled to rescind the contract with regard to the part that has not yet been performed and to have the performance carried out by a third party at the Supplier's expense.

6.3. A long-term inability to deliver shall be deemed to exist if the Supplier fails to meet its delivery obligations despite repeated new deadlines set by us.

7. Force Majeure

The Supplier shall only be entitled to invoke an inability to perform due to force majeure in those cases which are recognized under German Law.

8. Confidentiality

8.1. The Supplier shall not be permitted to advertise its business relationship with us without our prior written consent. The Supplier shall maintain the confidentiality of any knowledge it may have of us or our business and any information from within our sphere of influence and shall refrain from disclosing it to any third parties without our express written consent. This shall not apply to any information which is in the public domain or is publicly accessible. Precedence shall be accorded to any non-disclosure agreement which may have been concluded with the Supplier.

8.2. In the event of a breach of the obligations under clause 8.1, a contractual penalty in the amount of 25,000 (twenty-five thousand) EUR shall become due and payable immediately for each breach.

9. Inspection of incoming goods

We will inspect incoming goods solely with respect to externally visible damage and externally apparent deviations in terms of the identity and quantity. We will give the Supplier notice of any such defects without delay. Furthermore, we will give the Supplier notice of any defects which may be identified in the ordinary course of business. With respect to the foregoing, the Supplier hereby waives its right to raise the objection of belated giving of notice of defects in this regard.

10. Acceptance of Work Performed

10.1. Acceptance of work shall take place upon completion of such by way of our countersignature on the respective acceptance certificate. In relation to any work performance which cannot be subsequently inspected or tested, the Supplier shall notify us in writing in good time requiring the inspection or testing of the work.

10.2. Acceptance tests of any kind required by the authorities, in particular acceptance tests by recognized experts, shall be carried out by the Supplier at its own expense prior to the acceptance of the work, unless this is expressly excluded from the scope of performance. Any official certificate regarding absence of defects or official approvals shall be provided to us in good time prior to acceptance of the work.

11. Liability for defective goods

11.1. Unless it is stipulated otherwise in the following provisions, any claims we may have in the event that the delivered goods are defective shall be governed by the applicable statutory regulations.

11.2. The Supplier shall be liable without limitation in accordance with the statutory provisions of the German Law. Any limitations of liability provided by the Supplier in its general terms and conditions or expressly in its offer texts shall not apply.

11.3. The Supplier warrants that the delivered goods are not subject to any third-party industrial property rights. The Supplier shall be obliged to inform us accordingly without delay should it become aware of the existence of any third-party industrial property rights.

11.4. In the event of any threat to operational safety or any risk of exceptionally extensive damage, or in the interests of maintaining our ability to supply our customers, we shall be entitled, after notifying the Supplier accordingly, to undertake, or commission third parties to undertake the rectification of any defects. Any costs incurred as a result shall be borne by the Supplier.

11.5. Should the Supplier avail itself of the assistance of third parties in connection with the provision of the services – in particular, should it procure the delivered goods from third parties rather than manufacturing them itself – it shall bear liability for the conduct of such third parties to the same extent as for persons employed in performing its obligation (*Erfüllungsgelhilfe*).

11.6. Unless a longer limitation period (statute of limitations) is stipulated by law, the Supplier shall be liable for any defects occurring within 24 months of our receipt or acceptance (where this is provided for by statute or contractual agreement) of the delivery in question. In the event of the supplementary performance of the contract, the limitation period shall be extended by the period of time during which the delivered goods cannot be used in the contractually stipulated manner. The same limitation periods shall apply in the case of any such supplementary performance.

12. Product liability

The Supplier shall be obliged to indemnify us against any claims accruing to third parties (pursuant to German or any other law) as a result of defective products if and to the extent that the damage or loss incurred can be attributed to a defect in the goods delivered by the Supplier.

13. Third-party industrial property rights

13.1. The Supplier shall be responsible for ensuring that the use of the delivered products in the contractually stipulated manner does not infringe any industrial property rights of third parties.

13.2. The Supplier shall, upon our request, notify us of the use of any disclosed or undisclosed industrial property rights or applications for the registration of industrial property rights, whether proprietary or licensed to it, pertaining to the delivered goods.

13.3. The Supplier shall indemnify us against any claims which may accrue to third parties as a result of defects of title, except where such defects of title are not due to any fault on its part.

14. Materials provided by us

Any fabric, components, containers, special packaging, tools, measuring equipment or the like provided by us (materials provided by us) shall remain our property. In the event of any processing, combination or amalgamation of materials provided by us, we shall acquire co-ownership of the new item in proportion to the value of the materials provided by us as compared to the value of the item as a whole. The Supplier shall not have any right of retention, on any grounds whatsoever, with regard to the materials provided by us.

15. Tools

Without prejudice to the provisions of any other agreements, we shall acquire full or co-ownership of any tools used for the manufacture of the delivered goods in proportion to our contribution towards the verified cost of said tools. We shall acquire (co-)ownership of the tools upon our

effecting of the payment in question. They shall remain in the Supplier's possession on loan from us. The Supplier shall require our approval should it wish to dispose of the tools in actual or in legal terms, to change their location or to render them non-operational on a sustained basis. The Supplier shall be obliged to label the tools as our (joint) property. The Supplier shall be responsible for the maintenance, repair and replacement of the tools and shall bear the costs incurred in this connection. Any replacement tools shall be our property in proportion to our share in the original tools. Where we are co-owners of a tool, we shall have a right of first refusal in the event of a sale of the Supplier's co-ownership share. The Supplier shall be obliged to use any tools of which we are co-owners solely for the manufacture of the goods to be delivered to us. Once the delivery arrangement has come to an end, the Supplier shall be obliged to immediately hand over the tools to us upon our request. In the case of tools under our co-ownership, we will pay the Supplier compensation for the current market value of its co-ownership share in the tools upon our receipt thereof. The Supplier shall not under any circumstances have a right of retention in this regard. The Supplier shall be subject to the obligation to hand over the tools even where its financial situation is materially compromised or in cases involving disruption to the delivery arrangement over longer periods of time. The Supplier shall be obliged to obtain insurance coverage for the tools in the stipulated amount or, where no stipulation has been made in this regard, in the customary amount.

16. Supply Chain Sustainability

16.1. The Supplier shall take preventive measures both with regard to its own business operations and with regard to subcontractors directly employed by it for its performance in order to avoid (a) a violation of human rights; (b) a violation of occupational health and safety regulations; or (c) a violation of environmental protection regulations in accordance with the respective applicable statutory provisions by the Supplier itself or by its subcontractors and to identify violations or potential violations. Upon our request, the Supplier shall provide us with written information on the preventive measures taken.

16.2. The Supplier shall take suitable measures to ensure that we (or third parties mandated by us) can audit the preventive measures taken by direct subcontractors of the Supplier (i.e. subcontractors with whom the Supplier has a direct contractual relationship) in the event of justified suspicion of a CSR-Violation by direct subcontractor of the Supplier. The Supplier shall also work towards ensuring that, in justified cases of suspicion, an audit or review of preventive measures is also made possible at indirect subcontractors (i.e. subcontractors with whom the Supplier does not have a direct contractual relationship). Such audits and inspections shall not release the Supplier from its obligations under this provision.

16.3. In the event of a violation of human rights or of the statutory provisions on occupational health and safety and environmental protection mentioned in clause 16.1 by subcontractors used directly or indirectly by the Supplier, the Supplier shall immediately work towards the adoption of suitable remedial measures, review the effectiveness of these remedial measures and inform us of the violations and the remedial measures taken. Our right to extraordinary termination remains unaffected.

17. Compliance

17.1. The Supplier shall refrain from actions or omissions that, regardless of the form of participation, may lead to administrative fines or criminal prosecution, in particular for corruption or a violation of antitrust or competition law, of the Supplier, of employees of the Supplier or of third parties engaged by the Supplier (herein-after referred to as "Violation" or "Violations"). The Supplier shall be obligated to take all steps necessary to avoid Violations. For this purpose, the Supplier shall be responsible for the compliance and proper performance by its employees and its sub-contractors with all relevant laws and shall conduct appropriate trainings.

17.2. The Supplier shall be obliged, upon our written request, to submit information about the above measures, in particular regarding the content and status of implementation. For this purpose, the Supplier shall completely and accurately answer a compliance questionnaire issued by us and will provide us with the documents related to such questionnaire.

17.3. The Supplier will inform us without undue delay of the commencement of official investigations by any authority regarding a Violation. Additionally, if there are any indications of a Violation by the Supplier, we are entitled to request written information about the Violation and all steps taken by the Supplier for rectification and future compliance.

17.4. In the event of a breach of one of the aforementioned obligations, the Supplier shall immediately cease such actions, shall compensate us for any and all damage suffered by us due to such breach and / or we shall have the right to terminate in writing any agreement for cause without notice. We shall have the right to demand indemnification from any third party claims or damages that have been caused by a breach of the aforementioned obligations by the Supplier, his sub-contractors or their respective subcontractors.

17.5. In case of any infringement of antitrust law in the form of hardcore restrictions, i.e. in case of cartel agreements or concerted practices entered into by the Supplier regarding price fixing, bid rigging, quantities, quotes, territories or customers, the amount of damages shall be 15% of the net sales of the products or services of the Supplier affected by the cartel and sold to us before we became aware of the infringement. The right to prove actual damage at a lower level or the non-existence of any actual damage by the Supplier shall not be affected hereby. This shall also apply to any claims for higher levels of damage as well as other contractual or legal claims of us.

17.6.1. Furthermore, the Supplier acknowledges our Code of Conduct in its version applicable at the time the contract is concluded, which may be found on our website <https://www.atesteo.com/en/about-us/> (using the search function) or which shall be mailed to the Supplier upon request. The Supplier furthermore warrants that it shall introduce and implement in its organization the basic principles for responsible business conduct set out therein. The Supplier shall ensure that any subcontractors used in relation to the contractual services shall also be made subject to the same obligation.

17.6.2. In case of any conflict between the Code of Conduct and the provisions of these Conditions of Purchase, these Conditions of Purchase shall prevail.

17.6.3. If the Supplier has its own code of conduct, it confirms that it has reviewed our Code of Conduct and acknowledges that the Supplier's code of conduct shares the same values and provides a comparable level of protection as our Code of Conduct. In such case, the Supplier warrants that it will comply with the rules and principles set out in its own code of conduct.

18. General provisions

18.1. Any inquiries which the Supplier may have must be communicated via e-mail to the following address: einkauf-als@atesteo.com

18.2. The place of performance for the delivery of goods and provision of services shall be the destination point indicated by us.

18.3. The contractual relationship shall be governed by German law to the exclusion of conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Furthermore, despite being written in the English language, the wording of this terms and conditions and its legal effect shall be interpreted in accordance with German legal principles and understandings under German Laws only. Where the interpretation of the wording of this Agreement using English legal principles differs from the interpretation arrived at when applying German legal principles, the later shall prevail.

18.4. The place of exclusive jurisdiction for all disputes arising out of or in connection with this contract shall be Aachen, subject to any stipulation of a divergent place of exclusive jurisdiction. However, we shall also be entitled to bring an action against the Supplier before another competent court.

18.5. Should any provision be or become invalid, this shall not affect the validity of the remaining provisions. The parties shall be obliged, within the bounds of that which is reasonable and acting in good faith, to replace any invalid provisions with effective provisions which are commensurate in terms of their economic outcome.