

General Terms and Conditions of Purchase

1. Scope of Application

1. The following General Terms and Conditions of Purchase (GTC) apply for all purchase and service orders of ROTHENBERGER Industrial GmbH, Sodener Str. 47, 65779 Kelkheim, Germany (hereinafter referred to as "we" or "us") with our business relationships and suppliers ("Supplier"). The GTCs shall only apply if the Supplier is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

2. The GTC apply particularly to contracts about sale and/or supply of movable items ("Goods"), regardless if the Supplier manufactures the Goods or purchases them from subcontractors (§§ 433, 651 BGB). Unless otherwise agreed the GTC in the version valid at the time of our order or in any case in the version last notified to the Supplier in text form shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.

3. This GTC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of sale of the Supplier shall only become an integral part of the contract if and insofar as we have given an explicit written consent. In particular no consent can be seen in the acceptance of the Goods or the payment even if the acceptance or the payment take place with knowledge of conflicting or supplementary contractual conditions of the Supplier. Equally any earlier agreed conflicting or supplementary contractual conditions of the Supplier shall no longer be accepted.

4. Individual agreements made in individual cases (including collateral agreements, supplements and amendments) shall take precedence over the GTC. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

2. Conclusion of Contract

1. The Supplier shall be bound to his offer within the scope of the statutory provisions. This also includes samples, drawings, illustrations, descriptions, including performance data, dimensions, weights, etc., submitted to us.

2. Our order as well as any changes or additions to it shall be deemed binding at the earliest upon written submission in text form, electronic data transmission or confirmation. The Supplier shall point out obvious mistakes (e.g. spelling and calculation errors) and incompleteness of the order including the order documents to us for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not concluded.

3. The Supplier shall confirm our order immediate, at the latest within 4 calendar days in text form within this period or by shipment of the Goods (acceptance).

4. Delayed acceptance entitles us to revoke our order under preclusion of liability. An acceptance deviating from the order is only valid if we expressly agree in text form.

5. Delivery schedules within the scope of order and call-off planning shall become binding if the Supplier does not object within 2 working days.

6. Quotes, tenders and samples of the Supplier shall remain free of charge for us.

3. Prices and Terms of Payment

1. The price stated in the order is binding. If the price stated in the order confirmation differ from the price in the order, the acceptance of the Goods shall not constitute an implied act on our part. All prices are net fixed prices including DDP delivery (Incoterms 2020) as well as packaging, insurance, assembly and customs. For machinery and equipment, the price also includes proper installation and commissioning as well as instruction of our personnel.

2. The agreed price is due for payment within 60 days. If we make payment within 30 days, the Supplier shall grant us a 3% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made in due time if our transfer order is received by our bank before the expiry of the

payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process.

3. The period for payment pursuant to para. 2 shall commence after complete, defect-free delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If documents are to be provided in addition to the delivery of goods, the due date for payment of the invoice shall not occur until we have received these documents in full. In the case of a work performance to be rendered by the Supplier, the due date shall be the acceptance of the performance by us or the occurrence of the legal fiction of acceptance.

4. Payments shall be made subject to invoice verification. They shall in no case constitute an acknowledgement of proper delivery or performance or a waiver of a complaint pursuant to § 377 HGB.

5. The statutory provisions shall apply to the delay in payment; we shall not owe any interest on arrears in excess of this.

6. We shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent provided by law. In particular, we shall be entitled to withhold payments due as long as we are still entitled to claims against the Supplier arising from incomplete or defective performance.

7. Der Lieferant hat ein Aufrechnungs- oder Zurückbehaltungsrecht nur wegen rechtskräftig festgestellter oder unbestrittener Gegenforderungen. Der Lieferant kann Forderungen gegen uns nur nach vorheriger schriftlicher Zustimmung durch uns an einen Dritten abtreten.

8. The Supplier shall only have a right of set-off or retention in respect of counterclaims that have become res judicata or are undisputed. The Supplier may only assign claims against us to a third party with our prior written consent.

4. Delivery Dates and Delayed Delivery

1. The delivery time stated by us in the order is binding, unless a different delivery time has been agreed individually. Decisive for the timely delivery is the delivery to us. The Supplier is obliged to inform us immediately in text form if he is unlikely to be able to meet agreed delivery times, for whatever reason.

2. If the Supplier fails to perform or fails to perform within the agreed delivery period or is in default, our rights - in particular to rescission and damages, shall be determined in accordance with the statutory provisions. The provisions in para. 3 shall remain unaffected. An unconditional acceptance of the delayed performance shall not constitute a waiver of the claims to which we are entitled due to the delayed performance.

3. If the Supplier is in default, we may - in addition to further statutory claims - demand general compensation for our default damages in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the goods delivered late. We reserve the right to prove that higher damages have been incurred. The Supplier reserves the right to prove that no damage at all or only a significantly lower damage has been incurred.

4. If events of force majeure (e.g. warlike events, terrorist attacks, natural disasters, nuclear accidents), labor disputes, official measures and other unforeseeable, unavoidable, serious events outside the scope of risk occur to us or the Supplier, the respective contractual party shall be released from its performance obligations for the duration of the disruption and to the extent of its effect. The occurrence of an event of force majeure shall be notified to the respective other party within 3 working days. If the hindrance lasts longer than 3 months, the respective other contracting party shall be entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part not yet fulfilled. Other rights of termination shall remain unaffected by this provision.

5. Performance, Delivery, Transfer of Risk, Default of Acceptance

1. The Supplier shall not be entitled to have the service owed by him rendered by third parties (e.g. subcontractors) without our prior written consent. Transport by a forwarding agent is excluded from

this regulation. The Supplier shall bear the procurement risk for its services unless otherwise agreed in individual cases.

2. Delivery shall be made DDP (Incoterms 2020) to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to our place of business in accordance with Clause 1, para. 1. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).

3. The Supplier shall not be entitled to make partial deliveries without our prior consent in text form.

4. The delivery shall be accompanied by a delivery bill stating the date (issue and dispatch), contents of the delivery (article number, article description and quantity), our order identification (order number and order item) as well as the customs tariff number and the country of origin of the Goods. If applicable, the delivery bill shall contain the information according to the German Chemicals Prohibition Ordinance (Chemikalienverbots-VO) as amended. If the delivery bill is missing or incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom. A corresponding dispatch bill with the same content shall be sent to us separately from the delivery bill.

5. In case of delivery of hazardous Goods, the Supplier shall be obliged to comply with the German Hazardous Goods Regulation as well as all other national and European regulations and laws.

6. The Supplier shall comply with our delivery guidelines, which are available under rothenberger-industrial.de. All specified packaging and marking rules are binding. In the case of non-compliance we shall be entitled to refuse acceptance to the exclusion of any liability or to charge the Supplier for the costs of any necessary repacking or marking.

7. The risk shall pass to us upon delivery at the place of performance. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. The acceptance shall be deemed equivalent if we are in default of acceptance.

8. The statutory provisions shall apply to the occurrence of our default in acceptance. However, the Supplier shall also expressly offer us his performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Supplier may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to a non-representable item to be manufactured by the Supplier (individual production), the Supplier shall only be entitled to further rights if we are obliged to cooperate and are responsible for the failure to cooperate.

6. Quality and Compliance with Legal Requirements

1. The Supplier guarantees that the Goods delivered by him comply with the legally or officially prescribed or contractually agreed regulations, as well as, if a place of use is named or known, with the regulations applicable at the place of use, in particular with regard to product safety.

2. Furthermore, the Goods delivered or services to be provided by the Supplier shall comply with the quality requirements and technical specifications agreed with us, including all addendums and cross-references contained therein. Required documentation, e.g. safety instructions, shall be an integral part of the delivery and shall comply with the statutory provisions and customary trade/industry practice.

3. Insofar as relevant, the Supplier guarantees the conformity of the delivered Goods with the RoHS directive, REACH-regulation and the German Electrical and Electronic Equipment Act (ElektroG). The Supplier shall indemnify us from any and all claims of third parties due to the non-compliance of the aforementioned regulations. Upon request, the Supplier is obliged to submit a separate binding declaration of legal conformity.

4. The Supplier undertakes to submit without delay any declarations required by law or by the authorities, for example in accordance with the RoHS Directive, the REACH Regulation or the ElektroG.

5. The Supplier guarantees that, insofar the Goods supplied fall under the REACH Regulation it will register in accordance with the provision of the regulation and fulfill the other obligations, for example with regard to the preparation of safety data sheets. Any changes or new versions of the safety data sheet shall be sent to us by the Supplier without request and without delay. The Supplier shall indemnify us against claims and demands of third parties due to non-compliance with the provisions of the regulation. Furthermore, the Supplier guarantees that none of his Goods contain hazardous substances according to the respective current candidate list of the ECHA (SVHC substances). In the event of relevant changes to the candidate list, the Supplier undertakes to inform us immediately with regard to the Goods to be delivered.

7. Confidentiality and Retention of Title

1. We shall reserve the property rights and copyrights to illustration, plans, drawing, calculations and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to us after completion of the contract. The documents shall be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the documents provided has become generally known. Special confidentiality agreements and statutory regulations on the protection of secrets shall remain unaffected.

2. The provision in para. 1 shall apply mutatis mutandis to substances and materials (e.g. software, finished and semifinished goods) as well as tools, templates, samples and other items which we provide to the Supplier for production. Such items shall, as long as they are not processed, be stored separately at the Supplier's expenses and insured to reasonable extent against destruction and loss.

3. The Supplier shall be obligated to ensure that all employees who obtain knowledge of the documents are equally obligated to maintain secrecy and data protection.

4. Any processing, mixing or combination (further processing) of provided Goods by the Supplier shall be carried out on our behalf. The same shall apply in the event of further processing of the supplied Goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provision.

5. The transfer of ownership of the Goods to us shall be unconditional and without regard to payment of the price. However, if in individual cases we accept an offer of the Supplier for transfer of title conditional on payment of the purchase price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the Goods delivered. We shall remain authorized to resell the Goods in the ordinary course of business even prior to payment of the purchase price with advance assignment of the claim arising therefrom (alternatively, the simple reservation of title extended to the resale shall apply). In any case, all other forms of retention of title are excluded, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

8. Spare Parts

The Supplier shall be obliged to keep spare parts for the Goods delivered to us for a period of at least 10 years after the last delivery.

9. Export Control

The Supplier undertakes to allow customs authorities to check proofs of origin and supplier declarations at any time and to provide any official confirmations that may be required. If the declared origin is not recognized by the authorities, the Supplier shall - insofar as he is guilty of intent or negligence - compensate us for the resulting damage. If services rendered by the Supplier are subject to export approval, the supplier shall inform us of this circumstance in writing without being requested to do so. If the Supplier culpably omits this information, he shall be obliged to compensate us for the resulting damage. All necessary documents shall be made available to us by the Supplier without delay upon request.

10. Gewährleistung

1. Our rights in the event of material defects and defects of title of the Goods and in the event of other breaches of duty by the Supplier shall be governed by the statutory provisions and, exclusively in our favor, by the following supplements and clarifications.
2. The warranty period is 36 months.
3. The descriptions of the goods which - in particular by designation or reference in our order - are the subject of the respective contract or have been included in the contract in the same way as these GTC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the Supplier or from the manufacturer.
4. In the case of Goods with digital elements or digital content, the Supplier shall owe the provision and updating of the digital content in any case to the extent that this results from a quality agreement pursuant to para. 2 or other product descriptions of the manufacturer or on its behalf, in particular on the Internet, in advertising or on the Goods label.
5. Our obligation to inspect shall be limited to obvious damage, in particular transport damage, deviations in identity and quantity, unless otherwise agreed with the Supplier in quality assurance agreement (QAA). Our obligation to give notice of defects discovered later remains unaffected. In this respect, the Supplier waives the objection of late notification of defects.
6. Subsequent performance shall also include removal of the defective Goods and re-installation, provided that the Goods were installed in another item or attached to another item before the defect was disclosed; our statutory claim to reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and if applicable, removal and installation costs, shall be paid by the Supplier even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected; in this respect we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.
7. Without prejudice to our statutory rights and provisions in para. 6 the following shall apply: If the Supplier fails to meet its obligations to subsequent performance, at our discretion by remedying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery) - within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this purpose or a corresponding advance payment from the Supplier. If the subsequent performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need to be set; we shall inform the Supplier of such circumstances without undue delay, if possible in advance.
8. If the Supplier fulfills his obligation of subsequent performance by replacement delivery, the warranty period for the goods delivered as replacement shall start again after their delivery.
9. Otherwise, in the event of a material defect or defect of title, we shall 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 claim damages and reimbursement of expenses in accordance with the statutory provisions.

11. Product Liability

1. The Supplier shall be responsible for all claims asserted by third parties for personal injury or property damage attributable to defective Goods delivered by him and shall be obliged to indemnify us against any liability resulting therefrom. If we are obliged to carry out a recall action against third parties due to a defect in Goods delivered by the Supplier, the Supplier shall bear all costs associated with the recall action.
2. The Supplier shall take out and maintain at its own expense a product liability insurance with a coverage of at least EUR 10 million per personal injury/property damage. The Supplier shall send us a copy of the liability policy at any time upon request.

12. Property Rights

1. The Supplier warrants that the Goods delivered by him do not infringe any industrial property rights of third parties in countries of the European Union or other countries in which he manufactures the Goods or has them manufactured. He is obliged to indemnify us against all claims made by third parties against us due to such infringement of industrial property rights and to reimburse us for all necessary expenses in connection with this claim. This shall not apply if the Supplier proves that he is neither responsible for the infringement of industrial property rights nor should have been aware of it at the time of delivery if he had exercised due commercial care.
2. Our further legal claims due to defects of title of the Goods delivered to us shall remain unaffected.

13. Compliance, Social Responsibility and Sustainability

1. The Supplier shall not to offer or grant or demand or accept any benefits within the business relationship with us, neither in business dealings nor in dealings with public officials, which violate applicable anti-corruption regulations.
2. The Supplier shall not enter into any agreements or concerted practices with other companies within the business relationship with us which have the purpose or effect of preventing, restricting or distorting competition in accordance with the applicable antitrust laws.
3. The Supplier assures the payment of an appropriate wage and equal remuneration for work of equal value without distinction as well as compliance with the respective applicable laws regulating the general minimum wage and shall oblige the subcontractors commissioned by him to the same extent. Upon request the Supplier shall provide evidence of compliance with the assurance above. In the event of a breach of the above assurance to comply with the respective applicable laws regulating the general minimum wage, the Supplier shall indemnify us against claims of third parties and shall be obliged to reimburse us for any fines imposed on us in this connection.
4. The Supplier shall comply with the respective applicable statutory regulations and ordinances on environmental protection, health protection and occupational safety, as well as the treatment of employees and the protection of human rights.
5. The Supplier shall comply with the requirements of the Supplier Code of Conduct (SCoC), available at rothenberger-industrial.de, and ensure that its subcontractors act accordingly.
6. The Supplier shall respond to inquiries regarding compliance, social responsibility and sustainability in the supply chain within a reasonable period of time and in compliance with specified formalities. Furthermore, in the event of a suspected breach of the obligations under this clause, the Supplier shall immediately clarify possible breaches and inform us of the clarification measures taken and in justified cases, disclose the affected supply chain. If the suspicion proves to be justified, the Supplier shall inform us within a reasonable period of time of the internal measures it has taken to prevent future violations. If the Supplier does not comply with these obligations within a reasonable period of time, we reserve the right to withdraw from contracts with him or to terminate them with immediate effect.
7. In the event of serious violations of the law by the Supplier and in the event of violations of the provisions in this clause, we reserve the right to withdraw from existing contracts or to terminate them without notice.

14. Applicable Law and Place of Jurisdiction

1. These GTC and the contractual relationship between us and the Supplier shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules.
2. Ausschließlicher, auch internationaler Gerichtsstand für alle sich aus dem Vertragsverhältnis unmittelbar oder mittelbar ergebenden Streitigkeiten ist der in Ziffer 1 genannte Geschäftssitz. Wir sind jedoch in allen Fällen auch berechtigt, Klage am Erfüllungsort der Lieferverpflichtung gemäß diesen AEB bzw. einer

vorrangigen Individualabrede oder am allgemeinen Gerichtsstand des Lieferanten zu erheben. Vorrangige gesetzliche Vorschriften, insbesondere zu ausschließlichen Zuständigkeiten, bleiben unberührt.

3. The exclusive place of jurisdiction, including international jurisdiction, for all disputes arising directly or indirectly from the contractual relationship shall be the place of business specified in section 1 para. 1. However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTC or a prior individual agreement or at the general place of jurisdiction of the Supplier. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

15. Salvatorische Klausel

Should individual provisions of these GTC be or become invalid or legally void, the remaining provisions shall not be affected. The parties undertake to replace the invalid provision with a legally valid provision which reflects as closely as possible the intent of the invalid provision.

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