

1. SCOPE

- (1) The following Terms and Conditions of Purchase shall apply exclusively to all deliveries and services of Supplier to PRO DESIGN, unless expressly agreed otherwise.
- (2) PRO DESIGN shall accept any conflicting, supplementary or deviating general terms and conditions of Supplier only to the extent expressly agreed to in writing; a waiver of the following Terms and Conditions of Purchase shall in no way imply that other terms and conditions of purchase or passages thereof are accepted. The acceptance of goods or services of the supplier or their payment does not imply consent. The Terms and Conditions of Purchase shall also apply to future deliveries and services ordered by PRO DESIGN unless otherwise agreed in writing.
- (3) Supplier expressly confirms that it is not affected or covered by any current ordinances and regulations (of Germany, the European Union and/or the United States of America) relating to sanctions lists (e.g. financial sanctions list); if Supplier becomes aware thereof, it shall immediately inform PRO DESIGN thereof.

2. ORDERS

- (1) Orders by PRO DESIGN shall be placed exclusively in writing or by electronic data transmission. Orders placed orally or by telephone as well as changes to orders already placed shall be confirmed by PRO DESIGN in writing or by electronic data transmission.
- (2) Delivery schedules in the context of an order and call-off planning shall become binding if Supplier does not object within 2 working days from receipt.

3. ORDER CONFIRMATION

- (1) Orders shall always be confirmed unchanged without undue delay, but no later than 3 days after the date of the order. Otherwise, PRO DESIGN shall be entitled to revoke the order free of charge.
- (2) Deviations in the order confirmation with respect to the respective order shall be valid only if expressly acknowledged in writing by PRO DESIGN.

4. DEADLINES AND CONSEQUENCES OF MISSING DEADLINES

- (1) Supplier is aware that compliance with delivery dates is of absolute importance for PRO DESIGN and its customers. Agreed dates and deadlines are therefore fixed and binding.
- (2) The receipt of the goods at the place of use or place of performance specified or agreed by PRO DESIGN shall be decisive for compliance with the delivery date or delivery period. If delivery "free works" (DDP according to Incoterms 2000) has not been agreed, Supplier shall make the Goods available in due time, taking into account the time for loading and shipment to be agreed with the carrier.
- (3) If agreed deadlines are not met, the statutory provisions shall apply. If Supplier anticipates difficulties with respect to production, supply of raw materials, compliance with the delivery date or similar circumstances that could prevent Supplier from delivering on time or in the agreed quality, Supplier shall notify PRO DESIGN without undue delay. The unconditional acceptance of the delayed delivery or service shall not constitute a waiver of PRO DESIGN's claims for compensation due to the delayed delivery or service.

5. PRICES AND PRICING

- (1) The agreed prices are fixed prices.
- (2) Unless otherwise agreed at the time of conclusion of the contract, the prices shall be understood to be free works duty paid (DDP in accordance with Incoterms 2000), including packaging. Value added tax is not included.
- (3) We do not grant any remuneration for the preparation of offers and the production of samples. Cost estimates shall be binding and shall not be remunerated unless expressly agreed otherwise.

6. INVOICE AND TERMS OF PAYMENT, PROHIBITION OF ASSIGNMENT AND SET-OFF

- (1) Invoices shall be sent separately from the delivery in one copy to the address specified by PRO DESIGN for the invoice, stating the invoice number, order master data and any drawing and item numbers.
- (2) The invoice must contain all information entitling to an input tax deduction, such as tax number or VAT identification number, invoice number and other mandatory information of an invoice

pursuant to the German Value Added Tax Act (UStG). If the invoice does not contain the aforementioned data, PRO DESIGN shall not be obliged to pay the VAT shown. If PRO DESIGN is denied an input tax deduction due to an invoice that is not in conformity with the regulations, Supplier shall repay the VAT paid by PRO DESIGN.

- (3) Unless otherwise agreed, PRO DESIGN shall pay the invoice either within 14 days with a 3% discount, within 30 days with a 2% discount, or within 60 days without discount from the due date of the payment claim and receipt of both the invoice and the goods or performance of the service. The date of dispatch of the means of payment shall be deemed the date of payment. Payment shall be made subject to invoice verification.
- (4) Supplier may not assign its claims or obligations or have claims collected by third parties without the prior written consent of PRO DESIGN. Supplier shall be entitled to set-off only against counterclaims that are undisputed or have been finally adjudicated. PRO DESIGN may withhold payments or declare set-off on the basis of counterclaims.

7. DELIVERY

- (1) Partial deliveries are generally not permitted. Deviations from orders, delivery schedules and purchase orders require the prior written consent of PRO DESIGN.
- (2) For quantities, weights and dimensions, the values determined at PRO DESIGN during the incoming goods inspection shall be decisive, unless otherwise proven.

8. SHIPPING, INVOICE

- (1) For each shipment, a delivery bill shall be completed and sent to the address designated by PRO DESIGN for the shipment; it shall not be enclosed with the shipments.
- (2) Costs incurred by PRO DESIGN due to non-compliance with the shipping instructions shall be borne by Supplier.

9. QUALITY AND DOCUMENTATION

- (1) The Supplier shall comply with the recognized rules of science and technology, the agreed technical data, valid safety regulations and statutory safety provisions for its deliveries at the time of delivery.
- (2) The Supplier shall establish and provide evidence of an appropriate quality management system. Supplier shall record in its quality records for all products ordered by PRO DESIGN when, how and by whom their defect-free manufacture was ensured. In the case of items requiring an official permit or approval, Supplier shall record in special records when, how and by whom the Deliverables have been tested with respect to the features requiring such permit or approval and what the results of the quality tests were.
- (3) In the case of parts subject to documentation, the evidence shall be kept for 15 years and presented to PRO DESIGN upon request. Supplier shall oblige its sub-suppliers to the same extent to the extent permitted by law.
- (4) If Supplier purchases materials from suppliers and other vicarious agents for manufacturing, distribution, testing or other quality assurance purposes, Supplier shall contractually include such suppliers and vicarious agents in its quality management system; Supplier shall further grant PRO DESIGN and any inspection authorities the right to visit such suppliers and vicarious agents at any time, even unannounced, in the course of surveillance and certification audits.
- (5) Supplier shall, in particular if Supplier is not from the European Union, fully comply with and demonstrate the conformity of all materials and ingredients used with the legal and/or European regulations currently in force in Germany (e.g. EC 2011/65 RoHS, EC 1907/2006 REACH, ...) and shall immediately notify PRO DESIGN of any relevant changes.
- (6) Supplier shall subject the Goods to an appropriate quality inspection prior to delivery to PRO DESIGN, in particular to verify the suitability of the Goods for the intended and customary use under the contract and to verify that the agreed quality is met. If no other quality assurance agreement has been made in the individual case, the content and scope of this inspection shall be based on the reasonable expense of a quality inspection, the type and significance of the goods and the quality of the supplier (manufacturer or intermediary).
- (7) Unless otherwise agreed in a specific case, PRO DESIGN shall inspect the Goods after receipt with respect to identity according to the delivery bill and supplier label, correct quantity and other

obvious defects. PRO DESIGN shall give notice of hidden defects as soon as they are discovered in the ordinary course of business. Supplier waives the objection of late notice of defects for all defects notified within 14 days of knowledge thereof.

10. TRANSFER OF RISK, ACCEPTANCE

- (1) The risk of accidental loss and accidental deterioration for services without acceptance shall be borne by Supplier until acceptance of the goods by PRO DESIGN or one of its representatives at the place to which the goods are to be delivered according to the order.
- (2) PRO DESIGN is free to have the ordered items accepted by a representative at Supplier's plant. Invoicing cannot take place before the date of acceptance declared by PRO DESIGN. Until acceptance, Supplier shall bear the risk of accidental loss and accidental deterioration. Such acceptance shall not release Supplier from its warranty.

11. WARRANTY

- (1) The statutory provisions on material defects and defects of title shall apply unless otherwise stipulated below.
- (2) Acceptance shall be subject to an inspection for freedom from defects, in particular also for correctness and completeness, insofar as and as soon as this is feasible in the ordinary course of business.
- (3) Defects shall be notified immediately after they have come to our attention.
- (4) PRO DESIGN shall have the exclusive right to choose the type of subsequent performance.
- (5) Without prejudice to its statutory rights, PRO DESIGN may remedy the defect itself or have it remedied by a third party and claim reimbursement from Supplier for the expenses incurred in doing so, if Supplier fails to remedy the defect within a reasonable grace period granted to Supplier and Supplier does not justifiably refuse to remedy the defect. In the case of defects of title, the Supplier shall also indemnify us against any existing claims of third parties, unless the Supplier is not responsible for the defect of title.
- (6) In urgent cases, in particular if operational safety is endangered or in order to prevent extraordinarily high damages, PRO DESIGN shall be entitled to remedy the defect itself immediately after having informed Supplier.
- (7) Claims for defects shall become time-barred in accordance with the statutory provisions applicable at the time of conclusion of the contract. The limitation period shall begin with the delivery of the subject matter of the contract (transfer of risk). If Supplier fulfils its obligation of subsequent performance by replacement delivery, the limitation period shall start anew for the goods delivered as replacement after their delivery, unless Supplier has expressly and appropriately reserved the right to make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship.
- (8) If PRO DESIGN incurs costs as a result of the defective delivery of the subject matter of the contract, in particular transport, travel, labor, material costs or costs for an incoming inspection exceeding the usual scope, Supplier shall bear such costs. The rights from §§ 478, 479 of German BGB remain unaffected.

12. LIABILITY

- (1) Supplier shall be liable for damages and expenses incurred by PRO DESIGN directly or indirectly as a result of a defective delivery, violation of official safety regulations or for other legal reasons, unless Supplier is not responsible for the breach of duty. In the event of damages incurred by PRO DESIGN directly or indirectly as a result of a breach of a warranty, Supplier shall be liable irrespective of fault.
- (2) Supplier shall indemnify PRO DESIGN against all claims of third parties against PRO DESIGN based on a material or legal defect or any other defect of the product delivered by Supplier. In such cases, Supplier shall bear all costs and expenses, including the costs of any legal action or recall.
- (3) Supplier undertakes to take out a business and product liability insurance policy including product property damage and recall costs with an insurer licensed in the EU. The amount of coverage for personal injury and property damage as well as for product asset damage and recall costs must be appropriate to the subject matter of the contract, but must be at least € 5 million each. Persons performing work on the premises of PRO DESIGN in performance of the contract shall comply with the respective plant regulations. Liability for accidents occurring to such persons on

the plant premises shall be excluded unless caused by intentional or grossly negligent breach of duty by PRO DESIGN, its legal representatives or agents.

13. RETENTION OF TITLE, OWNERSHIP OF PRO DESIGN'S PROVISIONS AND MEANS OF PRODUCTION

- (1) Any extended or expanded retention of title by Supplier shall require an express separate agreement to be effective.
- (2) Materials provided by PRO DESIGN shall remain the property of PRO DESIGN. Supplier shall keep them free of charge and with the diligence of a prudent businessman and shall mark them as the property of PRO DESIGN. They may be used exclusively for the performance of the order. Any damage shall be compensated by Supplier.
- (3) The processing of materials and the assembly of parts shall be performed for PRO DESIGN. Drawings, calculations, matrices, templates, samples, models, dies, tools and other manufacturing equipment provided or paid for by PRO DESIGN to Supplier for the performance of an order shall remain the property of PRO DESIGN; they may not be used for deliveries to third parties, made available or brought to the attention of third parties without the prior written consent of PRO DESIGN, nor may the reproduction of such items exceed the scope of operational requirements and copyright provisions. Sub-suppliers shall be obliged accordingly. The goods produced hereunder may not be delivered to third parties in their raw state or as semi-finished or finished products without the written consent of PRO DESIGN. The same shall apply to parts which Supplier has developed according to PRO DESIGN's specifications or with PRO DESIGN's cooperation (e.g. by means of tests, etc.). Third parties within the meaning of these provisions shall also include such companies or persons who are in any way involved in the distribution of PRO DESIGN's products.

14. CONFIDENTIALITY AND DATA PROTECTION

- (1) All business or technical information made available by PRO DESIGN (including features which may be derived from objects, documents or software handed over and other knowledge or experience) shall, as long as and to the extent that it is not demonstrably known to the public, be kept secret from third parties and may be made available in Supplier's own business only to those persons who must necessarily be involved for the purpose of delivery and who are also bound to secrecy; it shall remain the exclusive property of PRO DESIGN.
- (2) Such information may not be reproduced or used commercially without prior written consent, except for deliveries to PRO DESIGN.
- (3) All information originating from PRO DESIGN (including, as the case may be, copies or records made) and items loaned shall be promptly and completely returned to PRO DESIGN upon request or, at PRO DESIGN's option, destroyed.
- (4) PRO DESIGN reserves all rights to such information (including copyrights and the right to register industrial property rights, such as patents, utility models, etc.). To the extent that such information has been made available by third parties, this reservation of rights shall also apply in favor of such third parties.
- (5) Supplier may only advertise this business relationship with the prior written consent of PRO DESIGN.
- (6) Data protection: For personal data, Supplier shall comply with the respective current regulations on statutory data protection and take the necessary technical and organizational protective measures, for example against unauthorized access, unauthorized modification or disclosure, in particular when transferring the data in a network.

15. CODE OF CONDUCT FOR SUPPLIERS (SUPPLIERS, SUB-CONTRACTORS, THIRD PARTIES)

Supplier warrants for itself and for all of its organizational units and affiliates in which it directly or indirectly holds more than a 50% interest or which it otherwise controls, compliance with PRO DESIGN's Code of Conduct, as amended from time to time (available at <https://www.prodesign-europe.com/agb>). This Code of Conduct defines PRO DESIGN's principles and requirements for its suppliers with respect to their responsibility, inter alia, for people and the environment. Supplier grants PRO DESIGN the right to audit compliance with the Code of Conduct. Supplier shall indemnify and hold harmless PRO DESIGN from and against any and all claims of third parties relating to Supplier's violation of legal requirements.

16. EXPORT CONTROL AND CUSTOMS

Supplier agrees to allow the verification of certificates of origin and supplier declarations by customs authorities at any time and to provide any official confirmations that may be required. If the declared origin is not recognized by the authorities, Supplier shall - if Supplier is guilty of intent or negligence - compensate PRO DESIGN for any resulting damage. If Supplier's performance is subject to export licensing or re-export regulations (EAR, ITAR), other legal obligations and/or other legal or regulatory requirements (REACH, SVHC, RoHS, Conflict Materials), Supplier shall, without being requested to do so, notify PRO DESIGN thereof in writing. If Supplier culpably fails to provide such notice or if PRO DESIGN's confirmation of such notice is not available, Supplier shall be obligated to compensate PRO DESIGN for any resulting damage. Upon request, Supplier shall immediately provide PRO DESIGN with all necessary documents.

17. FORCE MAJEURE

Force majeure, labor disputes, operational disturbances for which PRO DESIGN is not responsible, riots, official measures and other unavoidable events at Supplier or one of its sub-suppliers shall entitle PRO DESIGN - without prejudice to its other rights - to withdraw from the contract in whole or in part if they result in a substantial reduction of its requirements and are not of insignificant duration.

18. FINAL PROVISIONS

- (1) The contractual relations shall be governed by German law with the express exclusion of both the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The place of performance shall be the plant of PRO DESIGN specified in the order, unless another delivery address is expressly stated. The place of performance for payments by PRO DESIGN shall be the registered office of PRO DESIGN.
- (3) The exclusive place of jurisdiction for all disputes arising directly or indirectly out of contractual relationships based on these Terms and Conditions of Purchase shall be the registered office of PRO DESIGN. PRO DESIGN is entitled to sue Supplier, at its option, at the court of its registered office, its branch office, the court of the place of performance or any other court.
- (4) If individual provisions of these Terms and Conditions are invalid, this shall not affect the validity of the remaining provisions.

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