

General Terms and Conditions of Purchase and External Services of GINO AG, as of June 2021

1. General

1.1 These terms and conditions apply to all products and services that we, GINO AG Elektrotechnische Fabrik (hereinafter referred to as GINO), procure from the contractor (hereinafter referred to as the supplier) (in particular services under purchase agreements, contracts for work and services). They shall apply exclusively. Any terms and conditions contrary to or deviating from our terms and conditions shall not be recognised. We do not recognise conflicting terms and conditions even if we do not expressly object to them or if we refer to letters from the contractual partner in which reference is made to his terms and conditions.

1.2 Our terms and conditions shall also apply to all future transactions with the supplier, even if they are not expressly included again.

2. Offer, Completeness

2.1 The supplier shall in principle adhere exactly to the enquiry in the offer. Deviations must be expressly pointed out.

2.2 The offer shall be made free of charge and shall not create any obligation for us.

2.3 The Supplier warrants that its offered performance is complete and fit for purpose in order to achieve the contractual purpose.

3. Order

3.1 Orders, agreements and supplements must be confirmed in writing.

3.2 Insofar as the supplier does not object to our orders or any supplements or amendments within 5 days, this shall be deemed to be acceptance of the order or any amendments.

3.3 If the supplier's order acceptance or confirmation letter deviates from the order, the supplier is obliged to expressly point this out. In this case, a contract shall only be concluded with our consent in writing or text form (e-mail, fax, etc.).

3.4 An order acceptance deviating from the order constitutes a new offer and requires acceptance by us in writing or text form (e-mail, fax, etc.).

4. Prices, Invoices, Packaging and Terms of payment

4.1 The prices stated in the order are binding.

4.2 Prices are to be formed exclusively without value added tax. They are fixed prices and apply free to the named place of receipt including packaging. Packaging costs shall only be reimbursed if this has been expressly agreed.

4.3 The Supplier undertakes to use only packaging (transport, outer and sales packaging) that complies with the principles and objectives of the Ordinance on the Avoidance of Packaging Waste as amended from time to time. In general, the products to be delivered shall be securely packaged and protected against damage during transport. The supplier shall be responsible for selecting a mode of shipment that is appropriate for the product. He shall be liable for damage resulting from incomplete and/or improper packaging. Unless otherwise agreed, the packaging shall be disposed of at the supplier's expense and risk.

4.4 If special requirements for shipping and logistics are required, these shall be specifically referred to in the enquiries/orders.

4.5 Invoices, unless otherwise agreed, shall be paid in accordance with the start of the payment period defined in 4.6, 14 days 2%/60days net.

4.6 The payment period shall commence after complete, defect-free delivery and receipt of the proper invoice documents.

4.7 We shall be entitled to rights of set-off and retention to the extent provided by law.

5. Time of performance and change of performance

5.1 Delivery and performance deadlines or release dates stated in the order are binding and are to be understood as arriving free place of receipt.

5.2 The legal provisions shall apply to the prerequisites and legal consequences of default without the need for a formal notice of default (reminder).

- 5.3 The supplier shall inform us immediately in writing as soon as he has to assume that he will not meet the delivery dates or will not meet them in time; the notification shall include the reason for and the expected duration of the delay in delivery; if the supplier violates this obligation, he may not invoke the impediment.
- 5.4 The supplier undertakes to inform us immediately in the event of any change to the product or in the production process during the term of the order. Only after inspection and written approval of this change by us or our customer may the products be delivered; on request with special labelling.
- 5.5 If the supplier wishes to deliver products which do not correspond exactly to the specifications according to the order (e.g. defective products), this must be notified to us immediately. These products may only be delivered after inspection and written approval by us or our customer; on request with special labelling.
- 5.6 In the event of a delay for which the supplier is responsible, we are entitled to demand a contractual penalty in the amount of 0.2% of the order value (net) per working day as minimum damage, but no more than 5% of the order value. The supplier has the right to prove that no damage or significantly lower damage has been incurred as a result of the delay. We are entitled to reserve the contractual penalty until final payment.
- 5.7 Any further claims shall remain unaffected and we shall be entitled to them to the extent provided by law.
- 5.8 We are entitled to demand changes in performance to a reasonable extent after conclusion of the contract. The supplier shall notify us of any resulting changes in performance deadlines and/or prices without delay, at the latest within a period of 10 days.
- 6 Confidentiality, advertising, documents
- 6.1 Drawings, plans, written documents, models, samples, electronic data carriers and similar company documents which are made available to the supplier in the course of an enquiry/order shall remain our property and must always be treated as strictly confidential. They may not be made accessible to third parties without our consent.
- 6.2 The supplier undertakes to maintain the strictest confidentiality with regard to all other information that comes to his knowledge in the course of his work for us.
- 6.3 He is obliged to impose these obligations on his personnel and subcontractors as well.
- 6.4 Upon request and after completion of the order, the documents together with copies and duplicates shall be handed over to us or verifiably destroyed. All records, documents and files which are of importance for the performance shall be presented by the supplier without being requested to do so at the latest upon delivery of the performance.
- 6.5 Reference advertising with our name and the like is only permitted with our prior consent.
- 6.6 If the handover of documentation or the like has also been agreed within the scope of the order, the Supplier shall hand it over as soon as possible, at the latest, however, upon delivery of the products or performance of the service.
- 6.7 In the event of a breach of these obligations, the Supplier shall be liable in full in accordance with the statutory provisions.
- 7 Place of performance, place of jurisdiction, applicable law, contractual language, insurance and allocation of the burden of proof
- 7.1 The place of performance for all our obligations (in particular for our payments) is the place of receipt designated by us, otherwise our place of business.
- 7.2 The place of jurisdiction shall be our registered office if the supplier is also a merchant, a legal entity under public law or a special fund under public law. The same shall apply if he has no general place of jurisdiction in Germany or moves his registered office abroad after conclusion of the contract. We are also entitled to sue him at other permissible places of jurisdiction.
- 7.3 With regard to all claims and rights arising from this contract, the non-unified law of the Federal Republic of Germany (BGB, HGB) shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. The contractual language is German.
- 7.4 The supplier must take out sufficient (liability) insurance at its own expense for damage caused by its services, its personnel and/or its subcontractors, the existence of which must be proven to us upon request. Furthermore, the supplier must take out sufficient transport insurance at its own expense, if reasonable.
- 7.5 None of the clauses agreed in these terms and conditions shall alter the statutory or judicial allocation of the burden of proof.

8. Term

8.1 The term of the contract shall be determined individually by the parties.

8.2 The right to extraordinary termination for good cause remains unaffected. We have the right to extraordinary termination or withdrawal from the contract in particular in the following cases:

- Significant deterioration of the supplier's assets which the supplier has not remedied even after expiry of a reasonable period or which the supplier has not remedied within a reasonable period by providing sufficient securities or by performance concurrently,
- Existence of insolvency or over-indebtedness of the supplier,
- Filing of an insolvency petition by the supplier
- opening of insolvency proceedings against the assets of the supplier or rejection of such proceedings for lack of assets.

9. Severability clause

9.1 Amendments to the contract can only become effective with our consent and in writing.

9.2 If individual provisions of these terms and conditions are invalid or void in whole or in part, this shall not affect the remaining provisions.

The contracting parties undertake to agree to a provision by which the meaning and purpose pursued by the invalid or void provision is largely achieved in the economic sphere.

9.3 We shall treat all data of the Supplier exclusively for the purposes of the business transaction and in accordance with the requirements of the respectively applicable data protection provisions.

10. Quality/Safety/ Environmental Protection

10.1 The supplier should be certified according to the requirements of ISO 9001.

10.2 The supplier should be certified according to the requirements of ISO 14001 environmental management

10.3 The deliveries and services must comply with the statutory provisions, in particular the safety and environmental protection provisions.

The Supplier shall ensure that the delivered goods comply with the applicable RoHS Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment and that the maximum permissible concentrations are not exceeded.

We only accept REACH and RoHS compliant materials and products. We expect you to comply with your information obligations regarding substances of very high concern according to Art. 33 of the REACH Regulation. In particular, restrictions and/or prohibitions of substances or uses and possible contents of substances on the candidate list (SVHC) must be observed and communicated. The supplier shall provide us with safety data sheets and further information in accordance with the provisions of the REACH Regulation without being requested to do so.

11. Acceptance and notices of defects, inspections and audits

11.1 Required acceptance of design, initial samples, (special) processes/production methods and/or equipment shall be requested separately in the individual orders and shall always be formally carried out by us or our customers. Mere commissioning or use (in particular in the case of test runs etc.) shall not constitute acceptance.

11.2 An obligation on our part to inspect and give notice of defects for defects that are not obvious in accordance with § 377 of the German Commercial Code (HGB) is excluded. We undertake to carry out a minimum inspection on the basis of the delivery note and for transport damage; the supplier undertakes to inspect the goods and, if necessary, to conclude a quality assurance agreement with us.

11.3 In the event that no quality assurance agreement exists or obvious defects are present, our notice of defect shall in any case be deemed to be timely if it is received by the supplier within 7 working days (not including Saturdays), calculated from receipt of the goods or, in the case of hidden defects, from discovery. If, in individual cases, the "period of immediacy" from § 377 HGB should be longer than 7 working days, this longer period shall apply.

11.4 We have the right at any time to inspect or audit the supplier's performance ourselves or through third parties (customers of GINO AG/ supervisory authorities, etc.) in a reasonable manner. Upon request, the supplier shall allow us access to its premises or places of performance as well as all records pertaining to the order. The supplier shall provide us with all necessary and reasonable assistance (in particular the provision of expert support personnel). Inspections and tests do not constitute acceptance in the legal sense and therefore do not release the supplier from its contractual obligations.

12. Warranty for purchase contracts and contracts for work and services

- 12.1 The Supplier warrants that its deliveries and services do not have any defects which impair their value or suitability, that they comply with the latest state of the art, the conditions specified in the order as well as the other warranted characteristics, the latest regulations of the authorities, the legal and safety requirements applicable at the time and the relevant accident prevention regulations.
- 12.2 If the deliveries and services are defective, we shall be entitled, at our discretion, to demand a new delivery or rectification of the defect (subsequent performance) and, if the subsequent performance fails, a reduction of the price or the right to withdraw from the contract. If the supplier is in default with the rectification of the defect or if we cannot reasonably be expected to wait with the rectification of the defect due to the threat of unusually high damages, we shall be entitled to rectify the defect ourselves or have it rectified by third parties at the supplier's expense. Further claims remain unaffected.
- 12.3 All costs incurred in connection with the warranty obligation, in particular expenses for troubleshooting, disassembly, assembly, travel, transport, packaging, insurance, customs duties and other public charges, inspections and technical acceptances shall be borne by the supplier.
- 12.4 If the deliveries and services are partially defective, we shall be entitled to assert the above claims optionally with regard to the entire order or a part thereof.
- 12.5 In the event of a notice of defect, the warranty period shall be extended by the period of time between the notice of defect and the rectification of the defect. If the delivery item is renewed in whole or in part, or if the services are provided anew, the warranty period for the corresponding part shall begin again.
- 12.6 The supplier shall provide a warranty for a period of 24 months after delivery or acceptance, but at least within the periods provided by law. The limitation period is suspended as long as we are negotiating with the supplier about the existence of a warranty claim. Insofar as the delivery item is repaired or redelivered within the scope of subsequent performance, the limitation period shall start anew.

13 Intellectual property, industrial property rights

- 13.1 We shall be entitled to all rights of use in connection with the contractual services of the supplier, in particular to inventions and improvements, exclusively and without additional costs. The same applies to exploitation rights. Any patents and licence rights shall be transferred to us upon request.
- 13.2 The supplier warrants that no third party rights are infringed in connection with his delivery. If claims are made against us by third parties for this reason, the supplier shall be obliged to indemnify us against these claims if he is responsible for the infringement of the rights of third parties. The indemnification shall be made upon first request. We are not entitled to make any agreements (in particular settlements) with the third party without the supplier's consent. This indemnity obligation relates to all expenses necessarily incurred by us from or in connection with the claim by a third party. The limitation period for these claims is ten years and begins with the conclusion of the respective contracts.

14. Recourse

- 14.1 If a claim is made against us due to a defect in the item or service delivered by the supplier on the basis of manufacturer's liability, product liability or on the basis of other liability facts, the supplier shall indemnify us against the liability resulting from the defect insofar as it is responsible for the defect and is itself liable in relation to third parties. The indemnification shall be made upon first request.
- 14.2 In this context, the supplier is also obliged to reimburse any expenses pursuant to §§663, 670 BGB or §§830, 840, 426 BGB arising from or in connection with a recall action. Within the bounds of reasonableness and possibility, we shall inform the supplier immediately of the content and scope of the action. We reserve the right to assert further legal claims.
- 14.3 If a claim is made against us elsewhere due to a defect in the item delivered by the supplier, we shall be entitled to full recourse against the supplier under Section 478 of the German Civil Code (BGB); an exception to this shall only exist if we have previously been granted equivalent compensation for the recourse claim.

15. Other liability of the supplier (for all types of contract)

The supplier shall be liable in accordance with the requirements of the relevant statutory provisions, unless otherwise agreed in the individual case.

16. Liability of GINO

16.1 Claims of the supplier on whatever legal grounds (in particular claims arising from the breach of main and ancillary contractual obligations, reimbursement of expenses, tort and other tortious liability) are excluded. The same applies to claims of the supplier arising from a breach of pre-contractual obligations.

16.2 We shall be liable in accordance with the statutory provisions if we or our vicarious agents or legal representatives violate our obligations intentionally or through gross negligence; the statutory provisions shall also apply if we culpably violate an essential contractual obligation (cardinal obligation); unless we are charged with intent, our remaining liability shall be limited to the foreseeable damage typical for the contract. We shall also be liable in accordance with the statutory provisions if we are charged with liability for injury to life, limb or health. The same shall apply in the event of the assumption of a guarantee and the assurance of a property if it is precisely a defect covered by this that triggers our liability.

16.3 In the event of reimbursement of expenses, the above shall apply accordingly. A reversal of the burden of proof is not intended.

17. Provisions

17.1 If we or our customer provide parts to the supplier, we shall retain title thereto. Provided parts shall remain our property, shall be stored separately and shall be specially marked as our property. They may only be used for our orders. In the event of a reduction in value or loss, we must be notified immediately in writing and compensation must be paid.

17.2 The retention of title also extends to the products resulting from the processing or transformation of our goods at their full value, whereby these processes are carried out for us so that we are deemed to be the manufacturer. If, in the event of processing or transformation with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the objective values of these goods. If our goods are mixed or combined with other objects, we shall also acquire co-ownership in the ratio just described. If the process takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership to us on a pro rata basis. The supplier shall keep our property in safe custody with due diligence.

17.3 Insofar as the estimated value of our security interests exceeds the value of the secured claims by more than 50%, the excess security interests shall be released. Their selection shall be at our discretion. This release regulation shall only apply if the supplier has a claim to transfer of ownership.

18. Retention of title of the supplier

Unless otherwise agreed in individual cases, deliveries by the supplier shall be made without reservation of title. Third party rights to items to be delivered by the supplier must be disclosed to us without being requested to do so.

19. Personnel of the supplier

19.1 The Supplier warrants:

- that it only employs skilled personnel,
- that the number of staff deployed is sufficient to establish the contractual purpose.

19.2 The supplier shall indemnify us against all claims by third parties that are attributable to the use of its personnel.

20. Subcontractors of the supplier

20.1 The Supplier may use subcontractors with our prior consent.

20.2 In doing so, he shall ensure that all requirements imposed on him by us in the procurement documents are also passed on to the subcontractor, that he only uses subcontractors with appropriately skilled personnel and that these subcontractors are subject to the same contractual requirements as he himself is subject to vis-à-vis us.

20.3 Even if we agree to the use of subcontractors, the supplier shall be liable for them to the full extent. Subcontractors are vicarious agents of the supplier.

20.4 The supplier shall indemnify us against all claims of third parties which are attributable to the use of subcontractors.

21 Code of Conduct for Suppliers

The supplier is obliged to comply with the laws of the respective applicable legal system(s), in particular those of the country of manufacture and destination. He will not participate actively or passively, directly or indirectly, in any form of bribery, violation of the fundamental rights of his employees or child labour. Furthermore, 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 to the best of its ability. If the supplier culpably violates these obligations, GINO is entitled to withdraw from the contract or to terminate the contract, without prejudice to further claims. Insofar as the elimination of the breach of duty is possible, this right may only be exercised after the fruitless expiry of a reasonable period of time for the elimination of the breach of duty.

22. Works regulations, obligations under public law

22.1 The supplier and its personnel or its subcontractors shall observe the factory regulations / safety regulations etc. applicable at our premises. These will be provided on request at any time.

22.2 When performing the services, all provisions of public law of the respective place of performance shall also be complied with by the Supplier's personnel or subcontractors (e.g. occupational health and safety provisions).

23. Customs declaration, export control

If the supplier is based abroad or imports goods, he shall assume responsibility for the correctness of the declaration of the goods, which must comply with the customs regulations and the Foreign Trade and Payments Act of the Federal Republic of Germany and the EU. For all goods originating in the European Community, he shall submit to us the supplier's declaration with preferential originating status in accordance with the applicable regulation. The supplier may also issue us with a long-term supplier's declaration valid for one year. The supplier shall assume liability for costs due to neglect of the declaration obligation.