

General conditions of purchase of OKE Group GmbH

1. Preamble

- 1.1 If a Seller delivers goods or if the Seller provides works or services to OKE Group GmbH or to companies affiliated with OKE Group GmbH within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG) (hereinafter referred to as "OKE"), the following General Terms and Conditions of Business (GTC) shall apply exclusively, unless otherwise expressly agreed in individual cases. The deviating agreement requires at least the text form. If an agreement has been made verbally, it must be presented in text form within 24 hours, otherwise it shall be deemed not to have been made from the outset. These agreements shall also apply if OKE accepts deliveries of goods from the Seller and there are conflicting terms and conditions of sale of the Seller which do not form the basis of the contract.
- 1.2 Any agreement made verbally in advance between the Seller and OKE must be fixed immediately at least in text form. If this is not done within 24 hours, the agreement is deemed not to have been made and becomes retroactively null and void. Other additional conditions or contract clauses introduced by the Seller shall be deemed to have been rejected as long as OKE has not agreed to these additional conditions at least in text form.
- 1.3 These terms and conditions shall form the basis of all future individual contracts between OKE and the Seller - with the simultaneous exclusion of any general terms and conditions of contract to the contrary.
- 1.4 OKE orders exclusively on the basis of its terms and conditions of order; OKE does not recognise any terms and conditions of the Seller that are contrary to or deviate from the terms and conditions of order or any additional terms and conditions of the Seller, unless OKE has expressly agreed to their validity. If the consent is given orally in advance, the consent must be recorded at least in text form within 24 hours, otherwise it shall be deemed not to have been given and shall become null and void with retroactive effect. The tacit acceptance of deliveries or services of the Seller as well as payments by OKE do not imply any agreement with conflicting, deviating or additional conditions of the Seller.
- 1.5 Delivery contracts or delivery call-offs and other legal transactions to be concluded between OKE and the Seller must be in writing. Verbal delivery agreements only serve to outline the content of the contract. The contract is not actually concluded until it has been presented in text form. Any amendment or change made to the concluded contract, if made verbally in advance, must be recorded at least in text form within 24 hours, otherwise the amendment or change shall be deemed not to have been made and shall become retroactively null and void. Otherwise, these General Terms and Conditions of Purchase shall only apply to companies within the meaning of Section 310 (1) of the German Civil Code (BGB).
- 1.6 Correspondence concerning the contract or its contents shall be conducted by quoting the order number.

2. Conclusion of contract

- 2.1 A purchase agreement shall only be deemed to have been concluded if OKE has issued a declaration of acceptance in text form after receipt of an offer within the offer period. If no binding offer is communicated, acceptance shall be deemed not to have been declared if acceptance is not declared in text form within 14 days. Silence is expressly not deemed to be acceptance.
- 2.2 Dimensions, weights, quantities, prices, other descriptions and other data as contained in catalogues, circulars, advertisements or price lists are only approximate values and are not binding on OKE unless they have been expressly included in the contract. OKE reserves the property rights and copyrights to these data, as well as to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without the express written consent of OKE. They are to be used exclusively for production on the basis of the order placed by OKE; after completion of the order, they are to be returned to OKE without being requested to do so. They must be kept secret from third parties.
- 2.3 Within the bounds of what is reasonable, OKE is entitled to demand changes to the delivery item with regard to construction and design. In this context, the effects, in particular of the additional or reduced costs as well as the delivery dates, are to be regulated appropriately between the parties. Disputes in this respect, which could not be settled by mutual agreement, shall be finally settled in accordance with the Arbitration Rules of the Düsseldorf Chamber of Industry and Commerce to the exclusion of the ordinary course of law.
- 2.4 Changes by the Seller require prior approval by OKE, at least by signed fax or signed e-mail.
- 2.5 The Seller is obliged to send OKE an order confirmation at least in text form within 10 working days after the date of the order. If the Seller does not comply with this obligation, OKE shall be entitled to revoke the order without giving reasons. After the expiry of 14 days, OKE is no longer bound by the offer. This shall then also be deemed to have lapsed without revocation.
- 2.6 If insolvency proceedings or other judicial or extrajudicial proceedings are opened against the assets of the Seller, OKE shall be entitled to withdraw from the unfilled part of the contract without giving reasons, provided that a delay in payment or delivery of more than 30 days was already recorded before the opening of insolvency proceedings. This shall also apply if the delay in payment or delivery has occurred in transactions with other companies of the OKE group.

3. Purchase price

- 3.1 The price stated in the order is binding and based on the agreement "delivered duty paid".
- 3.2 The agreed purchase price includes delivery "free domicile" including packaging as well as the assumption of the transport insurance and the statutory value added tax, which is shown separately on the invoices.
- 3.3 Invoices can only be processed if they have been issued in accordance with the specifications of the order with the order number shown therein; the Seller shall be responsible for all consequences arising from non-compliance with this obligation, unless it can prove that it is not responsible for them.
- 3.4 Price reductions must be notified by the Seller in writing or in text form and will be credited to OKE. If OKE has already rendered its service, it may demand the return of such service, whereby the Seller waives any objections or defences of any kind.

4. Terms of payment

- 4.1 Payment and delivery shall be made in the manner agreed by the parties in each individual case. Unless agreed otherwise in individual cases, payment shall be made within 30 days of delivery and receipt of the invoice with a 3% discount, or within 60 days net. The due date for early deliveries shall be based on the delivery date actually agreed.
- 4.2 All payments made by OKE shall be subject to the express reservation of proper delivery by the Seller and the correctness of the invoice in terms of calculation and price.
- 4.3 OKE shall be entitled to rights of set-off and retention to the extent provided by law.

5. Delivery conditions

- 5.1 Delivery shall be made on the delivery date specified in the purchase contract or in the order.
- 5.2 The Seller is obliged to notify OKE immediately in writing or in text form if a delay in delivery occurs.
- 5.3 The shipping instructions of OKE must be observed, in particular the order and article numbers of OKE must be indicated in all shipping and delivery documents, letters and invoices.
- 5.4 If the Seller delivers before the agreed delivery date, it shall bear all associated costs, in particular also for storage by OKE. If it is impossible for OKE to accept the premature delivery, it shall be entitled to refuse acceptance.
- 5.5 If the Seller is culpably in default of delivery, OKE is entitled to demand from the Seller in writing or in text form compensation for default for additional costs incurred (e.g. for transport, insurance, storage), but not more than 4.5% of the total contract value.
- 5.6 A contractual penalty can be agreed between the parties on an individual basis in the event of a delay in delivery. Express reference is made to clause 7.3 of this Agreement.
- 5.7 The Seller's vicarious agents and other persons who carry out work on OKE's premises in the performance or fulfilment of the subject matter of the contract undertake to observe the applicable provisions of OKE's plant regulations. Liability for accidents which occur to the aforementioned persons on the premises of OKE is excluded, insofar as these accidents were not caused by an intentional or grossly negligent breach of duty by the legal representatives of OKE or their vicarious agents. In the case of bodily injury or damage to health, however, OKE shall be liable even for slight negligence.

6. Transfer of risk

- 6.1 Unless otherwise stated in the individual delivery contracts, the time of transfer of risk shall be determined in accordance with the Incoterms of the International Chamber of Commerce (INCOTERMS in the version valid at the time of conclusion of the contract).
- 6.2 If there is no agreement on the transfer of risk, the clause "Delivered Duty Paid" (INCOTERMS in the version applicable at the time of conclusion of the contract) shall apply.

7. Acceptance

- 7.1 Subject to §377 of the German Commercial Code (HGB), OKE shall have the right to inspect the delivery immediately upon receipt for obvious or visible defects and to accept it only thereafter. The Seller shall bear the costs of justified complaints and replacement delivery.
- 7.2 The values for dimensions, weights and quantities determined during the incoming goods inspection are binding for both contracting parties. In the event of significant discrepancies, OKE shall notify the Seller within 14 days of the receipt inspection.
- 7.3 OKE shall retain the right to a contractual penalty agreed in an individual contract even if it is not expressly asserted at the time of acceptance of the delivery.

8. Warranty for defects

- 8.1 The Seller guarantees that the goods it delivers are free from material defects and defects of title and, if applicable, have the guaranteed quality.
- 8.2 OKE is obliged to inspect the goods within a reasonable period of time for any deviations in quality or quantity; the complaint must be notified to the Seller in text form without delay as soon as it has been established in accordance with the circumstances of a proper course of business. The complaint shall be deemed to have been made in good time if it is received by the Seller within a period of five working days, calculated from the date of receipt of the goods or, in the case of hidden defects, from the date of discovery. In this respect, the Seller waives the objection of a delayed notice of defects if this deadline is met.
- 8.3 OKE shall be entitled to the statutory claims for defects in full; in any case, OKE shall be entitled to demand from the Seller, at its discretion, either the rectification of defects or the delivery of a new item. The right to claim damages, in particular the right to claim damages in lieu of performance, is expressly reserved.
- 8.4 OKE shall be entitled to remedy the defect itself at the Seller's expense if the Seller is in default with subsequent performance. In addition, the following rules apply:
 - All replacement deliveries or repairs shall also be part of this warranty for defects set out in the General Terms and Conditions of Purchase.
 - The Seller shall be liable for replacement deliveries, repairs and rectification work to the same extent as for the original delivery item with regard to transport, travel and labour costs without limitation.
 - The Seller undertakes to indemnify OKE against claims of third parties which arise for the third party on the basis of product liability against OKE and which have arisen as a result of a defect or fault in the delivered product. This indemnity shall expressly also apply to reasonable costs of a recall action. In this respect, the Seller guarantees the existence of adequate product liability insurance.
 - If, in accordance with the test procedure specified in the order, the maximum permissible defect percentage is found to be exceeded, OKE shall be entitled to assert claims for defects with regard to the entire delivery or to inspect the entire delivery for defects and faults at the expense of the Seller.
- 8.5 The period of limitation is 24 months, calculated from the transfer of risk, unless the mandatory provisions of §§ 445b, 478 (2) BGB (German Civil Code) apply.
- 8.6 The other mandatory provisions of the delivery recourse remain unaffected.
- 8.7 The Seller guarantees that the execution of the Individual Purchase Agreements will not cause any violation of law, in particular with regard to compliance with laws, regulations or other provisions of any official body.

- 8.8 The Seller guarantees that all items subject to the purchase agreements are in its full ownership and that no other rights of third parties (such as liens, other creditor positions from assignment of claims or other loan securities, sale of receivables, hire purchase, conditional sale, etc.) are opposed. The Seller shall be liable for this insofar as it is at fault.

9. Product liability - Indemnification - Liability insurance cover

- 9.1 Insofar as the Seller is responsible for product damage, it shall be obliged to indemnify OKE against claims for damages by third parties on first demand, insofar as the cause lies within its sphere of control and organisation and the Seller itself is liable in relation to third parties.
- 9.2 Within the scope of its own liability for damages within the meaning of paragraph (1), the Seller shall also be obliged to reimburse OKE for any expenses pursuant to §§ 683, 670 BGB or pursuant to §§ 830, 840, 426 BGB arising from or in connection with a recall action lawfully carried out by OKE. OKE shall inform the Seller in good time in advance of the content and scope of such a recall measure - insofar as this is possible and reasonable - and give the Seller the opportunity to comment.
- 9.3 The required notification of the respective competent authority according to the regulations of the ProdSG (German Product Safety Law) will be carried out by OKE in coordination with the Seller.
- 9.4 The Seller undertakes to take out and provide evidence of a public liability insurance policy including damages of the extended product liability as well as recall costs with a sum insured of 10 million euro per personal injury / property damage - lump sum - for the duration of this contract, i.e. until the respective expiry of the limitation period for defects; if OKE is entitled to further claims for damages, these shall remain unaffected.

10. Retention of title - Provision - Tools - Secrecy

- 10.1 If OKE provides parts to the Seller, OKE retains ownership of these. Processing or transformation by the Seller shall be carried out for OKE. If the goods subject to retention of title are processed with other items not belonging to OKE, OKE shall acquire co-ownership of the new item in the ratio of the value of the item belonging to OKE (purchase price plus VAT) to the other processed items at the time of processing.
- 10.2 If the item provided by OKE is inseparably mixed with other items not belonging to OKE, OKE shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the Seller's item is to be regarded as the main item, it is agreed that the Seller shall transfer co-ownership to OKE in proportion to the value of the item provided; the Seller shall keep the sole ownership or the co-ownership for OKE.
- 10.3 OKE retains ownership of tools; the Seller is obliged to use the tools exclusively for the manufacture of the goods ordered by OKE. The Seller is further obliged to insure the tools belonging to OKE at replacement value against fire, water and theft damage at its own expense. At the same time, the Seller hereby assigns to OKE all claims for compensation arising from this insurance and OKE hereby accepts the assignment.

The Seller is obliged to carry out any necessary maintenance and inspection work on OKE's tools as well as all maintenance and repair work at its own expense and in good time.

The Seller shall notify OKE immediately of any disruptive incidents; if the Seller culpably fails to do so, claims for damages shall remain unaffected.

- 10.4 Insofar as the security rights contained in para. (1) and/or para. (2) exceed the purchase price of all goods subject to retention of title not yet paid for by OKE by more than 10%, OKE shall be obliged to release the security rights at its discretion at the request of the Seller.
- 10.5 The Seller is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with the express consent of OKE. The obligation to maintain secrecy shall also apply after this contract has been completed. However, it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known or was demonstrably already known to the Seller at the time of the notification within the meaning of sentence 1. The Seller undertakes to take appropriate measures to ensure confidentiality. Third parties which the Seller commissions to fulfil the contract or of which it otherwise avails itself are to be obligated and informed accordingly. The violation of this obligation means that OKE can demand the surrender and claim damages.

11. Property rights

- 11.1 The Seller guarantees that no rights of third parties within the Federal Republic of Germany are infringed in connection with its delivery.
- 11.2 If claims are made against OKE by a third party, the Seller is obliged to indemnify OKE against these claims on first written request.
- 11.3 In the event of claims for damages by the third party, the Seller reserves the right to prove that it is not responsible for the infringement of the third party's rights. OKE is not entitled to make any agreements with the third party - without the Seller's consent - in particular to conclude a settlement.
- 11.4 The Seller's obligation to indemnify relates to all expenses necessarily incurred by OKE as a result of or in connection with claims asserted by a third party, unless the Seller proves that it is not responsible for the breach of duty underlying the infringement of the property right. The obligation to indemnify also includes the costs of legal representation.
- 11.5 The limitation period for these claims is three years, beginning with the transfer of risk.

12. Place of jurisdiction, place of performance

- 12.1. If the contracting party is a merchant, the place of jurisdiction and performance shall be the place of business of the ordering company, unless a deviating framework agreement exists.
- 12.2 OKE is, however, also entitled to sue the contracting partner at its general place of jurisdiction.
- 12.3 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

13. Force majeure

- 13.1 If a contracting party is prevented from fulfilling its obligations as a result of force majeure pursuant to section 2, it shall be released from these obligations. The other contracting party shall be released from its counter-obligations to the extent and for as long as the contracting party is prevented from fulfilling its obligations due to force majeure.
- 13.2 A case of force majeure shall be deemed to exist in the case of any unforeseeable, serious event, such as, in particular, war, terrorist conflict, epidemics, pandemics, diseases, whether known or unknown, quarantine measures or industrial disputes, which are beyond the control of a contracting party and as a result of which a contracting party is prevented in whole or in part from fulfilling its obligations, including fire damage, energy and raw material shortages, transport bottlenecks or obstacles through no fault of its own, floods, strikes as well as operational disruptions (fire, water, machinery damage) or official orders and lawful lockouts for which it is not responsible.
- 13.3 The contracting party affected must notify the other contracting party without delay and inform it of the reasons for the force majeure and its expected duration. It shall endeavour to ensure, by all technically and economically reasonable means, that it is able to resume its duties as soon as possible.
- 13.4 The contracting parties undertake to adapt the contract to the changed circumstances in good faith. For the duration and to the extent of the direct and indirect effects, the contracting parties shall be released from their obligations under the contract and shall not be liable for damages in this respect.

In cases of force majeure, OKE shall be released from its obligation to perform for the duration and to the extent of the effect of the force majeure, without any liability or recourse under the law or the contract. OKE is not obliged to engage in covering transactions (i.e. procurement from other sources) or to relocate production.

14. Miscellaneous

- 14.1 This agreement supersedes all previous agreements made by the parties to these business fields orally or in writing; previous agreements become ineffective with the signing of these General Terms and Conditions of Purchase.
- 14.2 The rights to this association may not be assigned by either party without the prior written consent of the other party.
- 14.3 Each Party shall bear its own costs incurred in connection with the performance of this Agreement.
- 14.4 Inquiries, orders, order confirmations as well as any other correspondence from OKE to the Seller may not be used for advertising purposes. This does not apply if OKE has given its prior written consent to the advertising and the form of the advertising has been clearly stated by the Seller and approved in writing by OKE.
- 14.5 Insofar as trade terms in accordance with the International Commercial Terms (INCOTERMS) have been agreed, the INCOTERMS shall apply in the version applicable at the time of conclusion of the contract.

15. Severability clause

- 15.1 Should individual provisions of this contract be invalid or void in whole or in part, or become invalid or void in whole or in part as a result of a change in the law or as a result of a supreme court decision or in any other way, or if there are any loopholes in this contract, the parties agree that the remaining provisions of this contract shall remain unaffected and valid.
- 15.2 In this case, taking into account the principle of good faith, the contracting parties undertake to agree upon a valid provision in place of the invalid one which comes as close as possible to the sense and purpose of the invalid provision and of which it can be assumed that the parties would have agreed at the time of the conclusion of the contract if they had known or foreseen the invalidity or ineffectiveness. The same applies if this contract should contain a loophole.

As at: May 2021