

General Terms and Conditions of Purchase of Allstein GmbH

§ 1 Scope of application

(1) All deliveries, services and offers of our suppliers shall be made exclusively on the basis of these General Terms and Conditions of Purchase. These are an integral part of all contracts that we conclude with our suppliers for the deliveries or services offered by them. They shall also apply to all future deliveries, services or offers of the supplier, even if they are not separately agreed again.

(2) Terms and conditions of our suppliers or third parties shall not apply, even if we do not separately object to their validity in individual cases. Even if we refer to a letter containing or referring to the supplier's or a third party's terms and conditions, this does not constitute an agreement to the validity of those terms and conditions. The validity of the supplier's terms and conditions requires express written agreement.

§ 2 Orders and contracts; applicability

(1) Insofar as our offers do not expressly contain a binding period, we shall be bound by them for one week after the date of the offer. The receipt of the declaration of acceptance by us shall be decisive for timely acceptance. A later acceptance shall be deemed to be a new offer.

(2) The order and acceptance as well as any amendments and supplements thereto must be made at least in text form. Verbal subsidiary agreements are only effective if they have been confirmed by us in writing. This applies accordingly to subsequent amendments to the concluded contract.

(3) We are entitled to change the time and place of delivery as well as the type of packaging at any time by written notification with a notice period of at least 7 calendar days before the agreed delivery date. The same applies to changes in product specifications insofar as these can be implemented within the framework of the supplier's normal production process without significant additional expense, whereby in these cases the notification period in accordance with the previous sentence is at least 14 calendar days. We shall reimburse the supplier for any proven and reasonable additional costs incurred as a result of the change. If such changes result in delivery delays that cannot be avoided in the supplier's normal production and business operations with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The supplier shall notify us in writing of the additional costs or delays in delivery to be expected from him on careful assessment in good time before the delivery date, but at least within 5 working days of receipt of our notification pursuant to sentence 1.

(4) We are entitled to withdraw from the contract at any time by written declaration stating the reason if we are no longer able to use the ordered products in our business operations or are only able to use them at considerable expense due to circumstances for which the supplier is responsible and which occurred after the conclusion of the contract (such as, for example, the lack of compliance with legal requirements) or if the financial circumstances of the supplier deteriorate after the conclusion of the contract in such a way that delivery in accordance with the contract cannot be expected.

(5) The supplier is obliged to point out to us any errors and incompleteness of the order or purchase order (including associated documents) which are recognisable to him before conclusion of the contract.

§ 3 Prices, terms of payment, invoice details

(1) The price stated in the order is binding.

(2) Unless otherwise agreed in writing, the price includes delivery and transport to the shipping address stated in the contract, including packaging.

(3) Insofar as the price does not include packaging according to the agreement made and the remuneration for the packaging - which is not only provided on loan - is not expressly determined, this is to be charged at the proven cost price. At our request, the supplier shall take back the packaging at its own expense.

(4) Unless otherwise agreed, we shall pay the purchase price within 30 days of delivery of the goods and receipt of the invoice with a 3% discount or within 60 days net. The receipt of our transfer order at our bank shall be sufficient for the timeliness of the payments owed by us.

(5) Payments on invoices do not constitute an acknowledgement of freedom from defects and do not contain a declaration of acceptance or partial acceptance.

(6) All order confirmations, delivery documents and invoices must state our order number, our article number, delivery quantity and delivery address, the barcodes as defined by us and the statistical goods number. If one or more of these details are missing and processing by us is delayed as a result within the scope of our normal business transactions, the payment periods specified in para. 4 shall be extended by the period of the delay.

(7) In the event of default in payment, we shall owe default interest in the amount of five percentage points above the base interest rate pursuant to § 247 BGB.

§ 4 Delivery time and delivery, transfer of risk

(1) The delivery time (delivery date or period) specified by us in the order or otherwise decisive according to these General Terms and Conditions of Purchase shall be binding. Early deliveries are not permitted. The timeliness of deliveries without assembly or installation shall

be determined by the receipt of the goods at the agreed location. The timeliness of deliveries with assembly or installation shall be determined by their fulfilment at the agreed place.

(2) The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent according to which the delivery time cannot be met.

(3) If the day on which the delivery is to be made at the latest can be determined on the basis of the contract, the supplier shall be in default on expiry of this day, without this requiring a reminder from us.

(4) In the event of a delay in delivery, we shall be entitled to the statutory claims without limitation, whereby we shall only be entitled to exercise a right of withdrawal or assert claims for damages in lieu of performance after the fruitless expiry of a reasonable grace period.

(5) In the event of delays in delivery, we shall be entitled to demand a contractual penalty from the supplier in the amount of 1.0%, up to a maximum of 5.0%, of the respective order value (gross) for each commenced week of the delay in delivery. The contractual penalty shall be offset against any other damage caused by delay to be compensated by the supplier.

(6) The supplier is not entitled to make partial deliveries without our prior written consent.

(7) Delivery items shall be properly packed and shipped. Agreed packaging and shipping instructions must be complied with. Delivery notes shall be enclosed with each delivery. The order number and the markings specified in the order shall be stated in all documents. A dispatch note must be sent to us on the day of dispatch at the latest. If we incur additional costs due to non-compliance with the above regulations, these shall be borne by the supplier.

(8) Even if shipment has been agreed, the risk shall only pass to us when the goods are handed over to us or to a third party named for this purpose at the agreed destination. The supplier must provide evidence of the proper handover by means of suitable documents.

(9) In the case of machines and technical equipment and similar technical items, in particular technical purchased parts and all drawing parts, the risk shall not pass to us until a successful functional test has been carried out.

§ 5 Assembly on company premises

(1) In the case of services to be carried out by the supplier on our company premises, the supplier's personnel must follow our instructions. Accidents and damage must be reported immediately. Safety guidelines must be observed.

(2) The supplier may only use qualified personnel. Upon request, he shall provide evidence of the corresponding qualification certificates.

§ 6 Securing ownership; provision

(1) We retain ownership or copyright of orders placed by us, orders as well as drawings, illustrations, calculations, descriptions and other documents made available to the supplier. The supplier may neither make them accessible to third parties nor use or reproduce them himself or through third parties without our express consent. He shall return these documents to us in full at our request if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, copies made by the supplier must be destroyed; the only exceptions to this are storage within the scope of statutory storage obligations and the storage of data for backup purposes within the scope of normal data backup. In addition, documents provided by us, in particular drawings, are exclusively valid for the respective order. The supplier must mark them as invalid after completion of the order and may not use them further.

(2) Tools and models which we make available to the supplier or which are manufactured for contractual purposes and charged to us separately by the supplier remain our property or pass into our ownership. The supplier shall identify them as our property, store them carefully, protect them against damage of any kind to an appropriate extent and use them only for the purposes of the contract. In the absence of an agreement to the contrary, the contracting parties shall each bear half of the costs of their maintenance and repair. However, insofar as these costs are attributable to defects in the items manufactured by the supplier or to improper use on the part of the supplier, its employees or other vicarious agents, they shall be borne solely by the supplier. The supplier shall notify us immediately of any damage to these tools and models which is not merely insignificant. Upon request, he shall be obliged to return them to us in proper condition if they are no longer required by him for the performance of the contracts concluded with us.

(3) Retentions of title by the supplier shall only apply insofar as they relate to our payment obligation for the respective products to which the supplier retains title. In particular, extended or prolonged reservations of title are not permitted.

(4) Provisions for the performance of services shall remain our property and may not be used for purposes other than the performance of the contract. The supplier shall store material provided by us separately and insure it against damage, destruction and loss to an appropriate extent and at its own expense. Any processing, mixing or combining of materials provided by us shall be carried out for us, irrespective of whether this is done by the supplier or by ourselves, so that we shall in any case be deemed to be the manufacturer and shall acquire ownership of the product in accordance with the statutory provisions.

§ 7 Warranty Claims; Obligation to Inspect

(1) In the event of defects, we shall be entitled to the statutory claims without limitation. However, the warranty period shall be 36 months in derogation thereof.

(2) Deviations in quality and quantity shall be deemed to have been notified in good time if we notify the supplier of them within one week of receipt of the goods by us. Hidden material defects shall be deemed to have been notified in good time if the supplier is notified within one week of discovery. If the installation of the delivered goods is necessary for the assessment of the absence of defects, the period shall not commence before installation.

(3) If the supplier does not fulfil his obligation of subsequent performance despite setting a reasonable deadline or if the subsequent performance has failed or is unreasonable for us, we shall be entitled to have the defect remedied by a third party or to remedy it ourselves at the supplier's expense. We shall be entitled to an advance payment for the costs.

(4) We do not waive warranty claims by accepting or approving samples or specimens submitted.

(5) Upon receipt of our written notice of defect by the supplier, the limitation period for warranty claims shall be suspended until the supplier rejects our claims or declares the defect eliminated or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall begin again unless we had to assume from the supplier's conduct that the supplier did not consider itself obliged to undertake the measure but only undertook the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

§ 8 Product liability

(1) The supplier shall be responsible for all claims asserted by third parties for personal injury or damage to property which are attributable to a defective product supplied 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 a product supplied by the supplier, the supplier shall bear all costs associated with the recall action.

(2) In individual cases, the supplier shall be obliged to maintain product liability insurance with an appropriate sum insured at its own expense, which, unless otherwise agreed in individual cases, need not cover the recall risk or punitive or similar damages. The obligation shall be made at our request by means of a separate agreement. The supplier shall send us a copy of the liability policy at any time upon request.

§ 9 Industrial property rights

(1) In accordance with paragraph 2, the supplier shall be responsible for ensuring that no industrial property rights of third parties are infringed by products supplied by him in countries of the European Union or other countries in which he manufactures the products or has them manufactured.

(2) The supplier is obliged to indemnify us against all claims made against us by third parties due to the infringement of industrial property rights referred to in para. 1 and to reimburse us for all necessary expenses in connection with this claim. This shall not apply insofar as the supplier proves that it is neither responsible for the infringement of industrial property rights nor should have been aware of the infringement at the time of delivery if it had exercised due commercial care.

(3) Our further legal claims due to defects of title of the products delivered to us shall remain unaffected.

§ 10 Spare parts

(1) The supplier is obliged to keep spare parts for the products delivered to us in stock for the period of normal technical use, but at least for 10 years from the date of delivery.

(2) If the supplier intends to discontinue the production of spare parts for the products delivered to us, it shall notify us thereof without undue delay after the decision on the discontinuation. This decision must - subject to para. 1 - be at least 6 months before the discontinuation of production.

§ 11 Secrecy

(1) The supplier is obliged to treat the terms of the order as well as all information and documents made available to him for this purpose as confidential and to use them only for the execution of the order. He shall return them to us immediately upon request after completion of enquiries or after processing of orders.

(2) Without our prior written consent, the supplier may not refer to the business relationship in advertising material, brochures, etc. and may not exhibit delivery items manufactured for us.

(3) The supplier shall oblige its sub-suppliers in accordance with this § 11.

§ 12 Assignment

The supplier is not entitled to assign his claims arising from the contractual relationship to third parties. This shall not apply insofar as monetary claims are concerned.

§ 13 Compliance with laws

(1) In connection with the contractual relationship, the supplier is obliged to comply with the relevant statutory provisions applicable to him. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations. In particular, the supplier is obliged to comply with the statutory minimum wage requirements and, at our request, to provide evidence of this by means of a corresponding confirmation from its tax advisor or other suitable documents.

(2) The supplier shall ensure that the products delivered by him comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. Upon request, he shall provide us with evidence of conformity by submitting suitable documents.

(3) The supplier shall make every reasonable effort to ensure that its sub-suppliers also comply with the obligations incumbent on the supplier under this § 13.

§ 13 Place of performance, place of jurisdiction, applicable law

(1) The place of performance for both parties and the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be Herford.

(2) The contracts concluded between us and the supplier shall be governed by the law of the Federal Republic of Germany to the exclusion of the Convention on Contracts for the International Sale of Goods (UN Sales Convention).

Status of the General Terms and Conditions of Purchase: April 2021