

Terms and Conditions of Purchase of the company UWT GmbH

1. Scope

- 1.1. Our Terms and Conditions of Purchase apply to the exclusively general terms and conditions of the supplier conflicting with or deviating from our Terms and Conditions of Purchase are not accepted unless we have agreed to these in writing on an individual basis. Our Terms and Conditions of Purchase shall also apply if we accept the delivery of the supplier without any reservations in spite of knowing the conditions of the supplier or deviating from our Terms and Conditions of Purchase.
- 1.2. All agreements made between us and the supplier regarding the execution of this contract has been put down in writing in this contract.
- 1.3. Our Terms and Conditions of Purchase only apply towards businessmen according to § 310 para. 1 BGB (German Civil Code).
- 1.4. Our Terms and Conditions of Purchase also apply for all future businesses with the supplier.

2. Conclusion of contract

- 2.1. Only written submitted purchase orders and agreements are binding.
- 2.2. The supplier must immediately confirm the purchase order in writing. If the order confirmation is not received within 10 working days from the date of order, we will be entitled to withdraw the order without the supplier being able to derive any claims from this.
- 2.3. We reserve the right of property and copyright of any illustrations, drawings, calculations and any other documents; they must not be made available to third parties without our written approval. They must only be used for production on the basis of our purchase order; after processing of the order they have to be returned to us unsolicited. They have to be kept confidential from any third party as further set out under figure 9.

3. Prices and terms of payment

- 3.1. The price mentioned on the purchase order is binding. In the absence of any written agreement the price includes delivery "free domicile" including packaging. The return of packaging material shall be agreed separately.
- 3.2. The statutory value added tax is not included in the price.
- 3.3. We can only process invoices if in accordance with the guidelines of in our order they state the order number; the supplier shall be liable for all consequences attributable to non-compliance with this obligation unless he can prove that he is not responsible [formerly figure 6.3.].
- 3.4. We shall pay in the absence of agreement to the contrary the purchase price within 14 days, calculated from the date of delivery and receipt of order with a discount of 2% or within 30 days after receipt of invoice net [formerly figure 6.4.].
- 3.5. The rights of offsetting and retention are available to us according to the statutory provisions [formerly figure 6.5.].

4. Transfer of risks - Documents

- 4.1. If no other agreements have been made in writing, then the delivery shall be performed as "free domicile".
- 4.2. The supplier is obliged to indicate our order number exactly on all shipping documents and delivery notes; otherwise we are not responsible for any delays in processing resulting hereof.
- 4.3. Our payments are not to be considered as acknowledgement of a proper delivery.
- 4.4. In the event of a defective delivery we are entitled to withhold the payment proportionately to the value until the contract has been duly fulfilled.
- 4.5. An assignment of claim or collection through third parties shall not be admissible.

5. Delivery and retention of title

- 5.1. The supplier is obliged to deliver the ordered goods free and clear of third party rights and interests.
- 5.2. The delivered goods become - at the latest with the payment - our unrestricted property; further reservations of ownership of the supplier or third parties are not being accepted.

6. Delivery time

- 6.1. The goods shall strictly be delivered by the agreed delivery date. The delivery term is being met if the delivered goods are received in time at the indicated place of receipt or if we have accepted the delivered goods. It is not sufficient if the goods are sent in time by the supplier.
- 6.2. If the supplier recognizes before the date of delivery that the agreed dates of delivery will not be kept, then he immediately needs to inform us indicating the period and reasons of the delay in writing.
- 6.3. Any additional costs to keep the agreed delivery date for necessary accelerated transportation are covered by the supplier even if we bear the regular shipping charges.
- 6.4. If the supplier is required to provide material tests, test reports, quality documents or other documentation, then the delivery and service is only considered complete if such documents are being received.

- 6.5. Force majeure shall exempt the contracting partners for the duration of the interference and within the scope of its impacts from their obligations. The contracting partners are obliged to the extent, which is reasonable, to immediately provide the required information and to adjust their obligations in good faith to take into account the changes in circumstances.

- 6.6. If deliveries are made earlier than agreed we reserve the right to return the goods at the cost of the supplier. If the goods are not returned in the event of early delivery, then they shall be stored at the expense and risk of the supplier until the delivery date. In the event of an early delivery we reserve the right not to make the payment before the agreed due date.

- 6.7. If the service is not achieved on time we can withdraw from the contract or demand damages beside fulfillment. We do not accept any limitations of the supplier's liability for late delivery.

- 6.8. In the event of arrears in delivery, we shall be entitled to demand lump sum damages for arrears to the amount of 1 % of the delivery value per full week, but not exceeding 5 %; further-reaching statutory claims (withdrawal and damages in lieu of performance) shall remain reserved. The supplier has the right to prove to us that no or materially less damage has arisen as a result of the delay.

- 6.9. In the event of default of delivery, we shall be entitled to demand a contractual penalty in the amount of 0.5 % of the value of contract per full week but not more than 5 %. We shall be entitled to assert the contract penalty in additions to fulfilment; we are have the right to declare the proviso of the contract penalty to the supplier within 10 working days at the latest calculated from the time of taking over the delayed delivered goods. Any and all further rights and claims are hereby reserved.

7. Claims of defects

- 7.1. The period allowed for notification of defects amounts to 36 months calculated from the transfer of risks unless mandatory legal provisions of the §§ 478, 479 BGB (German Civil Code) interfere.

- 7.2. The supplier guarantees that all deliveries and services are in accordance with the latest technology and comply with the relevant legal provisions and standards, instructions and guidelines of the competent authorities, professional associations and trade associations. Moreover, the supplier guarantees that all goods delivered by him are free of any faults and comply with the requirements and specifications.

- 7.3. After receiving the goods, we will examine them for obvious defects, identity, shortages as well as externally recognizable transportation damages. A duty of scrutiny over and above the foregoing shall not apply. We will report any deviations or other discrepancies to the supplier within an appropriate period of time. Insofar the supplier waives his objection of late notice of defect.

- With regard to our duties to examine goods for defects and give notice of defects the special conditions of the quality assurance agreement between the supplier and us are applicable.

- We exercise the unabridged legal right to make claims based on defects; in any case we shall be entitled to ask the supplier for repair of defect or for delivery of new goods as we so choose. We shall reserve the right to claim compensation - in particular the right to claim compensation despite of the performance.

- 7.4. If defects occur we shall be entitled in urgent cases or after the unsuccessful expiry of an appropriate period of grace and the supplier's expense to rectify the defects ourselves have them rectified by a third party or otherwise obtain replacement. The supplier has to bear all expenses for the purpose of rectification of defects or replacement.

- 7.5. If we take back products produced and/or sold by us as a consequence of the deficiency of the contractual item delivered by the supplier or if the purchase price to us has been reduced because of this or if a claim has been made to us in any other way for this reason we reserve the right to exercise recourse against the supplier.

- 7.6. A new warranty period would begin for goods which had been repaired or replaced.

8. Provisions and tools

- 8.1. We reserve the right of ownership of all parts and components provided. The parts and components provided by us exclusively serve for processing and fulfilling the order. In particular, resell by the supplier is expressly prohibited. The supplier must make replacements in the event of depreciation in value or loss. We reserve the right of ownership of the provided parts and components even after processing and assembly by the supplier. A right of ownership of the supplier of the products delivered by him which goes beyond the simple right of ownership is not accepted.

- If our goods supplied under reservation of title are mixed up during processing with other goods not belonging to us, then we shall acquire co-ownership of the new item created in the ratio of the value of the goods supplied under reservation of title (purchasing price plus value added tax) to the value of the other goods processed at the time of processing.

- If the article supplied by us is intermixed in apart from others not belonging to us, then we shall acquire co-ownership of the new article in proportion to the value of the conditional goods (purchasing price plus value added tax) to the other intermixed articles at the time of intermixture. Should the items be combined together in such a way that another item is considered to be the main object it is agreed that the supplier grants us proportional joint property rights and keeps the sole or joint property rights in his custody for us.
- 8.2. Unless otherwise agreed e.g. in explicit tool loan agreements we shall receive full or partial ownership to the tools which have been used to manufacture the delivery items and therefore participate in the substantiate cost for these tools. In the event of a co-ownership it is necessary to state our ratio of the co-ownership share. The tools become our (joint) property upon payment. The supplier shall label the tools as our (joint) property.
 - 8.3. The supplier shall bear the costs for maintenance, repair and replacement of the tools. For the case that against this regulation because of individual agreement arise repair costs the repair has to be fulfilled only after agreement and after naming of kind and scale of repair.
 - 8.4. In case of co-ownership of a tool we shall have the right of first refusal with respect to the co-ownership share of the supplier.
 - 8.5. The supplier may only use tools which are our joint property exclusively for the production of goods to be supplied.
 - 8.6. After ending of supply the supplier immediately has to give back the tools to us. In the case of joint ownership we are free to demand from the supplier a payment of the proportionate value of the joint ownership percentage systematically against transfer to ownership of the joint ownership percentage or the other way around to acquire systematically against payment to the supplier his joint ownership percentage. If the parties are not able to agree upon the current market value of the tools of joint ownership an expert opinion will be obtained; the ascertaining value is binding for both parties. Under no circumstances the supplier is entitled to a right of retention. The supplier's obligation to return the tools shall apply also in case of an insolvency application with respect to the supplier and in cases of long-term interruptions of the supply relationship.
 - 8.7. The supplier shall ensure the goods within the usual scope.
 - 8.8. The supplier has to indicate the inventory and condition of the tools of joint ownership in an annual report.
9. **Confidentiality**
 - 9.1. The supplier undertakes to treat all received illustrations, drawings, calculations and other information as strictly confidential. They may only be disclosed to third parties with our express written consent. The obligation to maintain confidentiality shall also apply after this contract has been implemented. Subcontractors shall be bound respectively.
 - 9.2. Furthermore, the supplier commits himself by contract to be confidential about all details of our orders for example number of pieces, technical performances, conditions, etc. towards third parties. Inclusion of our company in a reference list or the use of our order for advertising purposes shall be subject to our written approval. In case of especially strong violations we are entitled to terminate the whole contractual relationship with the supplier without giving any notice and reimburse of already performed payments. A particularly severe breach exists if the supplier passes on the information he has acquired to third parties that are in competition with us.
 - 9.3. In the event of violation the supplier is obliged to reimburse us for any damage resulting hereof whereas the burden of proof is with the supplier that he did not breach his obligations.
 10. **Third-party trade mark rights**
 - 10.1. The supplier warrants that no industrial property rights or copyrights or any other rights of third parties are impaired due to objects produced by him or third parties when delivering or using the delivered goods according to the contract. In case of a claim the supplier holds us harmless from any claim at first request.
 - 10.2. In addition to legal claims the supplier is liable to us in regard to all damages resulting due to an impairment of a right. The supplier shall notify us that there are foreign industrial property rights on export goods.
 - 10.3. The period of limitation of these claims shall be three years starting from the date of transfer of risks.
 11. **Product liability**
 - 11.1. The supplier is obliged to take a product liability insurance of a suitable amount. He has to prove the existence of the insurance upon request. If we are entitled to further compensation claims then they remain unaffected limited to the respective amount covered.
 - 11.2. If claims are made against us because of violation of official safety precautions or of domestic or foreign product liability regulations or laws because of the defectiveness of our product that was caused by a commodity of the supplier, then we shall be entitled to demand from the supplier at our choice either compensation for this damage or indemnity to the extent that the damage was caused by the product supplied by the supplier.
 - 11.3. If the damage is completely due to the defective product of the supplier we are entitled to demand exemption from the liability to pay damages at first request in the event of third party claims from the supplier.
 - 11.4. Upon request the supplier has to indemnify us with a suitable advance payment for court costs and costs of legal proceedings. He also has to reimburse the costs incurring due to measures taken for avoiding damages (e.g. product recalls). This shall also apply for recognizable and imminent serial defects.
12. **Quality assurance**
The supplier is required to carry out quality assurance of a suitable nature and scope corresponding to the current state-of-the-art. At this our quality requirements must be strictly adhered to. The quality assurance measure and the compliance of our quality specifications have to be documented by the supplier. The supplier shall obligate his own suppliers accordingly.
 13. **Authorized economic operator AEO**
In the course of our certification as an authorized economic operator AEO we expect from our suppliers that goods, which are produced, stored, transported, delivered or taken over by us, are subject to the following criteria:
 - Such products have to be produced, stored, treated or processed and loaded at safe industrial premises and safe trans-shipment locations.
 - The goods must be protected against unauthorized access during production, storage, treatment or processing, loading and transportation.
 - The staff involved in production, storage, treatment or processing, loading, transportation and taking over of such goods must be reliable.
 - Business partners acting on your behalf must be informed to take measures in order to ensure the delivery chain.
 14. **Prevention of accidents**
If employees or agents of the supplier work in our offices or at our customers' locations, then they must observe accident prevention regulations and all other safety regulations as well as the respective work rules.
 15. **Code of Conduct, Environmental protection, Disposal Obligations and Supply Chain Due Diligence Act (LKSG)**
 - 15.1. The Code of Conduct of UWT GmbH with regards to legal, social and ecological responsibility is recognized by the supplier. This code of Conduct is available as download on the UWT homepage or will be sent on request.
 - 15.2. The supplier undertakes within the framework of commercial and technical possibilities to employ environmentally friendly products in the provision of his supplies and services. At this, the standards of the so-called ROHS directive (2011/65-EU (ROHS II)) and the REACH-regulation (EC No. 1907/2006) and TSCA (sec.A (h)) must absolutely be followed. The supplier is responsible for the environmental compatibility of the delivered products and packaging materials and for all consequential damages derived from non-compliance with the supplier's waste disposal obligations.
 - 15.3. The supplier is obliged to supply all applicable safety data sheets together with his delivery. The supplier shall indemnify us from all third party claims because safety data sheets were not delivered to us or not delivered on time or erroneous.
 - 15.4. We expressly exclude any term in the agreement which assigns us any obligations of disposal according to the law *regarding the placing on the market, the take back and the environmentally compatible treatment of electronics and electrical devices (ElektroG)* (= Electrical and Electronic Equipment Act). This obligation remains with the supplier.
 - 15.5. The supplier is obliged to comply with the requirements of the Supply Chain Due Diligence Act (LKSG), even if he (like UWT GmbH) is not currently actively affected by them due to the size of the Company. UWT GmbH thus meets the expectations of its customers.
 16. **Final provisions**
 - 16.1. If individual parts of these general Terms and Conditions of Purchase are or become legally invalid, then the validity of the other provisions shall not be affected.
 - 16.2. The place of jurisdiction for all legal disputes is Kempten im Allgäu insofar as this is permitted by law. However, we shall be entitled to bring action at the competent court for the place of business of the supplier.
 - 16.3. The contract is governed by German law as well as superordinated European Law the UN Convention on International Sale of Goods shall be excluded.

Betzgau, March 2024