

## General Conditions of Purchase – Josef Blässinger GmbH + Co. KG

December 2023

### I. Area of Application

- These General Conditions of Purchase ("General Conditions") apply to all business transactions between Josef Blässinger GmbH + Co. KG (hereinafter referred to as "Blässinger") and the Supplier, even if they are not mentioned in later contracts. They apply only to entrepreneurs exercising their commercial or independent professional activities, entities under public law, or a special fund under public law. The General Conditions apply mutatis mutandis to the performance of work and the performance of services. In case of work performance, taking of the delivered products shall be replaced by acceptance of work, and in case of services by receipt of the service.
- Conditions contrary to these General Conditions, additional conditions, or conditions differing from these General Conditions will not become a subject matter of this contract, unless Blässinger has explicitly approved of their validity in writing. These General Conditions also apply should Blässinger accept a delivery from the Supplier without reservation although Blässinger is aware of the Supplier's conditions to the contrary, additional, or differing conditions.
- Agreements to the contrary to these General Conditions, additional agreements, or agreements differing from these General Conditions made between Blässinger and the Supplier for the execution of a contract, shall be made in writing. This also applies to the waiving of this requirement of the written form.
- Rights to which Blässinger is entitled by law or other agreements exceeding these General Conditions shall remain unaffected.

### II. Formation, Alterations and Performance of the Contract

- Quotations, designs, plans, cost estimates and samples of the Supplier are free of cost for Blässinger. On Blässinger's demand, the Supplier has to take them back at its own expense.
- An order is only binding if it has been placed by Blässinger in writing, or, in case of an oral order, duly confirmed by the Supplier in writing. An automated order confirmation generated without any signature or individual name constitutes written confirmation. To the extent to which the order contains obvious errors, spelling mistakes or calculation errors, it is not binding for Blässinger.
- Before the conclusion of the contract, the Supplier must inform Blässinger in writing whether the ordered products are subject to any export controls or other limitations of marketability pursuant to applicable regulations in the Federal Republic of Germany. In the event that the Supplier fails to inform Blässinger properly, in particular, if the Supplier does not inform Blässinger at all or gives incorrect information to Blässinger or does not inform Blässinger in due time, Blässinger is entitled to withdraw from the contract after expiry of the reasonable period set by Blässinger without result and regardless of a fault on the part of the Supplier. The same shall apply if the products are subject to any export control or other limitations of marketability. Any further claims by Blässinger remain unaffected.
- The prices stated in the orders placed by Blässinger are fixed prices valid for the term of the order and for the duration of the entire order processing. The Supplier shall issue a written order confirmation without undue delay, at the latest within one week from the receipt of the order, expressly stating the price and delivery time. Any deviation of the order confirmation from Blässinger's order is deemed to have been agreed only upon receipt of a written confirmation from Blässinger. The same applies to any amendments to the contract. Unilateral amendments to the order by the Supplier are excluded.
- If Blässinger has concluded a framework contract on future deliveries with the Supplier, an order placed by Blässinger is binding unless the Supplier opposes it within three working days after receipt of the order.
- Blässinger's non-communication concerning offers, requests or other declarations of the Supplier is only regarded as an approval if previously explicitly stipulated in writing.
- Order confirmations, dispatch notes, bills of lading, bills of delivery, invoices and other letters issued by the Supplier must include the order data, in particular, the ordering person, order number, order date and Supplier number.
- In the event that modifications to the originally stipulated specification become necessary or appropriate in the course of the execution of a contract, the Supplier must inform Blässinger immediately in writing and submit modification proposals. Blässinger will inform the Supplier, if and which modifications are to be carried out by the Supplier relative to the original order. Blässinger is entitled to modify orders, especially to change the composition of the ordered products, at any time. In such a case, Blässinger will grant the Supplier an appropriate time period to conduct the required modifications. Should the costs arising for the Supplier due to the execution of the contract be changed due to these alterations, the parties will discuss a respective price adjustment. If no agreement on the price adjustment is reached within eight weeks from a written request to enter into negotiations, Blässinger shall be entitled

to terminate the contract without notice.

- If Supplier's financial situation deteriorates significantly, or if a legitimate application of a third party for the initiation of insolvency or comparable proceedings in respect of the assets of the Supplier is rejected due to lack of assets, Blässinger shall be entitled to withdraw from the contract, in full or in part.

### III. Restrictive measures against Russia, Belarus and the Russian-occupied territories | contractual penalty

- Due to the restrictive measures imposed by the European Union against Russia, Belarus and the Russian occupied territories in Ukraine (including Sevastopol and the regions of Crimea, Kherson, Donetsk, Luhansk and Zaporizhia) (hereinafter collectively referred to as the "sanctioned territories"), it is prohibited to import, purchase or transport certain goods and technology directly or indirectly from or originating in the sanctioned territories (hereinafter referred to as "sanctioned products"). This applies in particular to certain iron and steel products. Based on that, the following obligations of the Supplier apply.
  - The Supplier shall not sell and/or deliver sanctioned products to Blässinger.
  - The Supplier shall review whether products are sanctioned products before selling and delivering them to Blässinger.
  - In the event of a breach by the supplier of the prohibitions and obligations contained in this Section III:
    - the Supplier is obliged to compensate Blässinger for the damage incurred as a result of this breach
    - the Supplier is obliged to indemnify Blässinger from all claims asserted against Blässinger due to the breach;
    - Blässinger is entitled to terminate the contractual relationship with the Supplier without notice for good cause, whereby the Supplier is obliged to compensate Blässinger for the damage incurred as a result;
    - the Supplier undertakes to pay Blässinger a contractual penalty to be determined at Blässinger's reasonable discretion for each breach of the obligations set out in this Section III, which may be reviewed by the competent court; the contractual penalty shall be offset against the damage to be compensated by the supplier.

The obligation to pay damages and indemnification as well as the obligation to pay a contractual penalty shall not apply if the supplier is not responsible for the breach. Further claims of Blässinger remain unaffected, with any claims for damages being offset against the contractual penalty.

### IV. Information Duties of the Supplier under Export Control Law

- Within a period of two weeks from the placement of the order by Blässinger, the Supplier must, without being asked to do so, inform Blässinger whether the products are listed (a) in the export list (Annex „AL“ to the German Foreign Trade and Payments Act (Außenwirtschaftsgesetz)) and/or (b) in Annex I of Council Regulation (EC) No 428/2009 as amended from time to time (Dual-Use Regulation) and/or (c) in Annex IV Dual-Use Regulation. If the products are listed, the Supplier must within the same period notify Blässinger of the corresponding classification number for the products. In all cases of doubt as to whether the product is listed, the Supplier shall inform Blässinger accordingly within the aforementioned period. Furthermore, the Supplier shall inform the recipient of the CN code of the product within a period of two weeks from the placement of the order.
- Within a period of two weeks from the placement of the order by Blässinger, the Supplier must, without being asked to do so, inform Blässinger whether the products are
  - goods of US-origin, or
  - contain US content in goods, technology, or software („de minimis“) and whether the value of the US content exceeds 5% or 20% of the total value of the products.
 If the aforementioned categories are fulfilled, the Supplier must within the same period provide Blässinger with the applicable classification number (ECCN) for the products.

### V. Packaging, Dispatch, Delivery and Acquisition of Title

- The Supplier must observe Blässinger's requirements regarding the dispatch of the products, in particular, Blässinger, respective transport, packaging and delivery requirements in force on the date of dispatch. The delivery must be made in packaging adequate for the type of products being supplied. In particular, the products must be packed in such a way that transport damage is prevented. Packing materials are to be used only to the extent to which it is necessary. The products must be delivered in customary non-returnable standard packaging. Blässinger will send back returnable packing at the Supplier's risk and cost only if the Supplier has expressly requested it in the delivery documentation. Otherwise, Blässinger shall only be obligated to return packaging if it is explicitly stipulated in writing.
- The Supplier shall indicate the scope of delivery, article and material numbers, delivery quantity, date of production and the order data on the packaging, in particular, the

ordering person, order number, order date and Supplier number. At the end of every quarter, the Supplier shall pay a lump sum of 0.3% of the net order value of the respective calendar quarter to compensate for the disposal costs. The use of returnable packing is only permitted after prior written approval of Blässinger.

- The Supplier shall inform Blässinger of the dispatch of the products in writing without due delay.
- Every delivery must contain a bill of delivery indicating the scope of delivery, article and material numbers, delivery quantity, date of production and the order data, in particular the ordering person, order number, order date and Supplier number.
- Deliveries transported by road can be made to Blässinger branches only from Monday to Friday, between 8:00 a.m. and 12:00 noon and from 1:00 pm to 3:00 pm. The Supplier shall indemnify Blässinger against all claims asserted by third parties due to deliveries made outside the aforementioned times unless the Supplier is not responsible for the delivery outside of normal business hours.
- The Supplier must expressly observe the Ordinance on Hazardous Substances (Gefahrstoffverordnung, GefStoffV) when delivering the products, in particular, pack and label the products appropriately and explicitly indicate hazardous substances on the bill of delivery.
- Title to the products will pass to Blässinger on the day of the delivery of the products immediately and free from encumbrances. The Supplier warrants that it is entitled to resell the products and to transfer title to the products.

### VI. Delivery Time

- The delivery periods and dates stipulated in the order or otherwise agreed upon are binding. The delivery periods start on the day of the order. The products must be received at the delivery address stated by Blässinger within the delivery period or on the agreed delivery date.
- If the Supplier becomes aware of the fact that the delivery time cannot be adhered to, it must inform Blässinger in writing immediately and indicate the reasons and the estimated duration of the delay.
- If deliveries are not received by the branch stipulated by Blässinger on the agreed date, Blässinger shall be entitled, after expiry of the reasonable period set by Blässinger without result, to withdraw from the agreement and to demand compensation in lieu of performance, unless the Supplier is not responsible for the non-delivery. If a fixed date has been agreed, Blässinger is entitled to exercise these rights without having to set an additional deadline.
- In case of a delayed delivery on the part of the Supplier, Blässinger is entitled to demand a contractual penalty of 0.5% of the net order value for each commenced week of delay, however, not exceeding 5% of the net order value. If Blässinger accepts the delivery, Blässinger must reserve the right to the contractual penalty until the final payment at the latest. Any cases of force majeure are excluded. Any further claims by Blässinger remain unaffected. Blässinger's delivery claim shall only be excluded if the Supplier, on Blässinger's request, compensates damages instead of effecting the delivery. The acceptance of the delayed delivery does not constitute a waiving of claims for compensation or the contractual penalty.
- Additional expenses necessary for the accelerated transportation to meet delivery dates must be borne by the Supplier unless the Supplier is not responsible for the delay.
- Delivery before the agreed delivery date is only permissible after Blässinger's prior written approval. Blässinger is entitled to return the products delivered early at the Supplier's cost and risk or to put them in storage at the Supplier's cost and risk. This shall not apply if delivery is made insignificantly early.
- Blässinger is entitled to reject excess or short deliveries.
- Partial delivery is only permitted after prior written approval of Blässinger.
- Goods that do not correspond to Blässinger's order must be collected by the Supplier at its own expense from Blässinger's site. Blässinger also has the right to have the goods returned to the Supplier freight forward.

### VII. Prices and Payment

- The price stated in the order is binding (fixed price) and is for free delivery to the point of use. Unless otherwise stipulated, the price includes the costs of packaging, shipment devices, transport and insurance coverage to the delivery address indicated by Blässinger as well as any customs duties and other public charges. The statutory value-added tax is included in the price unless the price is expressly referred to as the net price. If in individual cases the transport costs are not included in the price, and Blässinger has agreed in writing to bear the shipping and transport costs, this only applies to the shipping and transport type resulting in the lowest cost, even if a faster transportation is required to comply with the agreed delivery dates.
- Blässinger is entitled to stipulate the type of packaging, means of transport, transport route and transport insurance. The Supplier is obligated to take out a transport insurance and, on Blässinger's request, to provide written confirmation

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mation thereof without delay. Unless otherwise agreed, the cost of the transport insurance shall be borne by the Supplier.

3. If a VAT-free delivery comes into question, the Supplier must provide the required evidence if the evidence belongs to the Supplier's area of responsibility. For deliveries within the European Union, the Supplier must, without being requested to do so, communicate to us its VAT identification number in writing, provide evidence of its commercial status, and cooperate with respect to documentation and books in regard to export evidence.
4. The invoice is to be sent in a single copy. The invoice must not be enclosed with the delivery, but sent separately by ordinary mail. Invoices and delivery notes without Blässinger's order numbers, order date or Supplier number are regarded as invalid due to the impossibility to process them.
5. After the acceptance of the products and the receipt of the correct and verifiable invoice, payment will be effected within 14 days subject to a deduction of a 3% discount, within 20 days subject to a deduction of a 2% discount, or net within 60 days. Payment is made subject to the invoice verification. Blässinger is entitled to effect the payment at its own discretion also via cheque or bank transfer. In case of a faulty delivery, Blässinger has the right to withhold payment until the proper fulfilment without the loss of discounts, cash discounts or similar price reductions. The payment term starts insofar after the complete correction of the deficiencies. In case of an early delivery of the products, the payment term only starts on the agreed day of delivery. If the Supplier is required to furnish documents relating to materials testing, test protocols, quality assurance documentation or other documents, acceptance of the products shall trigger the start of the payment term only if these documents have been also provided to Blässinger no later than at the time of acceptance. In the event of payment default, without prejudice to its other rights, the Supplier is entitled, after expiry without result of the reasonable period granted to Blässinger after the latter entered into default, to withdraw from the contract, unless Blässinger is not responsible for the default. On Blässinger's request, the Supplier is obligated to declare bindingly within a reasonable period whether it intends to withdraw from the contract upon expiry of the additional period due to the late payment, or whether it will uphold the contract
6. Blässinger's rights to setoff and retention are subject to the German legal provisions.

### VIII. Passing of the Risk

1. The supplier bears the risk of accidental loss or accidental deterioration of the products until their handover to Blässinger.
2. If the Supplier is obligated to set up or install the products on Blässinger's premises, the risk of accidental loss and of accidental deterioration of the products is only transferred to Blässinger once the products are installed or assembled. This also applies if Blässinger has assumed certain performances, such as costs of transportation.

### IX. Quality Assurance, Audits and Documentation

1. The Supplier must observe the legal provisions, recognized rules of science and technology, safety regulations, and the agreed upon technical specifications valid on the date of delivery to Blässinger.
2. If reasonable with regard to the scope of delivery and usual in the Supplier's industry, the Supplier is obligated to maintain an appropriate quality management system according to DIN ISO 9001: 2015, DIN EN ISO 14001:2004, VDA 6.1, TS 16949:2002 or equivalent and to provide evidence thereof on Blässinger's demand. The Supplier has to produce and test the products to be supplied in accordance with this quality management system. If the Supplier obtains production or inspection equipment, software, services, materials or other supplies for the production or quality assurance of the products to be delivered from subsuppliers, the Supplier shall integrate these in its quality assurance system by contractual means or shall ensure the quality of these supplies itself. In particular, the Supplier shall carry out its own material testing. The Supplier shall keep records of the execution of the quality assurance measures and store these records as well as any samples of the products to be delivered in a clearly organized and orderly way.
3. The Supplier shall grant Blässinger access to the necessary material, explain the records and hand out copies of the records as well as any samples. Blässinger expressly retains the right to check the Supplier's quality assurance system within the scope of an audit at the Supplier's site.
4. The Supplier is obligated to continuously check the quality of the deliverables. The contract partners will inform each other about possibilities of quality improvements.

### X. Warranty, Claims for Defects and Guarantees

1. The Supplier warrants that the products supplied comply with the relevant legal provisions, the guidelines and directives of authorities, professional organisations and as-

sociations as well as correspond to approved samples, if any. The Supplier indemnifies Blässinger and its customers from any claims of third parties asserted in case of violation of these legal provisions, guidelines and directives, or in case of the non-conformity with the approved samples. This shall not apply if the Supplier is not responsible for the violation of the legal provision, guidelines or directives or for the non-conformity with the approved samples. Blässinger must be immediately informed in written form about any concerns which the Supplier may have regarding the execution of the order required by Blässinger.

2. The Supplier shall warrant in particular that all supplies comply with Regulation (EC) No. 1907/2006 (REACH). The Supplier shall, in particular, fulfil all notification, licensing, registration and approval obligations under that Regulation. If, as a result of improper performance by the Supplier, such obligations become incumbent upon Blässinger, the Supplier shall indemnify Blässinger in full against any costs incurred in this context, unless the Supplier is not responsible for the improper performance of obligations. The Supplier is furthermore required to duly fulfil the labelling and information duties applicable to the supplied products, in full and on time without an additional requirement. Additionally, the Supplier shall provide Blässinger with all safety data sheets in accordance with Regulation (EC) No. 1907/2006 (REACH) prior to the first delivery without being requested to do so. This information constitutes a material characteristic of the purchased items. Furthermore, the Supplier guarantees that it shall all at all times comply with the requirements of Directive 2011/65/EU on the Restriction of the use of certain hazardous substances in electric and electronic equipment (Restriction of Hazardous Substances, RoHS) and Directive 2012/19/EU on Waste from electric and electronic equipment (WEEE) as well as the requirements of the national implementing legislation, in particular the German Ordinance on Restrictions on the Use of Hazardous Substances in Electrical and Electronic Appliances (Elektro- und Elektronikgeräte-Stoff-Verordnung, ElektroStoffV) and the German Act on Electric and Electronic Appliances (Elektro- und Elektronikgerätegesetz, ElektroG). The RoHS-conformity of the contractual products must be declared to Blässinger in writing prior to the first delivery; packaging must be labelled accordingly, and the delivery note must state RoHS-conformity with the note "RoHS-konform/RoHS-compliant." The Supplier warrants that no conflict minerals were used in the manufacture of the products supplied, i.e. suspected of being used to finance armed groups or conflicts; these include, in particular, tin, tantalum, tungsten and their derivatives as well as gold from the Democratic Republic of Congo (DRC) or neighbouring states. The Supplier shall itself ensure the use of conflict-free minerals by procuring only from verifiably certified smelting companies and purchasing only products that are verifiably free from conflict minerals from its suppliers. On Blässinger's request, the Supplier shall without delay furnish evidence, in the form of appropriate documentation, that the products to be supplied contain only conflict-free minerals, i.e. in particular minerals from certified smelting companies. On request by Blässinger, the Supplier is required without delay to issue a written declaration concerning compliance with the requirements set forth in this provision. The Supplier warrants that the products have been checked in accordance with the applicable EC Directives and EC Safety Regulations in each case, and that only inspected products will be supplied. Prior to the first delivery, the Supplier must provide Blässinger with a legally binding, signed CE-declaration and a Certificate of Origin for the products. The Supplier must notify Blässinger without delay and unrequested, in writing, if the information stated in the declaration of conformity or in the Certificate of Origin for the products is no longer correct.
3. Blässinger shall notify the supplier of obvious (identified or identifiable) defects without delay following the delivery of the products and of concealed defects immediately after their discovery. The notification shall be deemed immediate if it is made within two weeks after delivery in the case of obvious defects and within two weeks after discovery in the case of concealed defects. In the case of deliveries consisting of a large number of identical products, Blässinger shall inspect a reasonable quantity of the delivered products for defects. If the inspection renders the products unsuitable for sale, the quantity to be inspected will be reduced to a reasonable degree. If individual samples of a delivery are defective, Blässinger may, at its own discretion, demand that the defective items be sorted out by the Supplier or assert claims based on defects for the entire delivery in accordance with the statutory provisions. If defects in the products necessitate an inspection of the products going beyond the customary scope of the incoming inspection, the Supplier shall bear the costs of such inspection. In the event of delay and loss of the notification, timely dispatch shall be sufficient.
4. If Blässinger's General Terms and Conditions of Quality apply between Blässinger and the Supplier, Blässinger will check immediately after the acceptance of the products,

provided this is practical in the proper course of business, in deviation from the above Section VIII. para. 3. of these General Terms and Conditions of Purchase, if the products correspond to the number and type of pieces ordered, and if there is any externally visible transport damage. In case there is a defect, Blässinger will inform the Supplier within two weeks after conducting the test or discovering the defect. A further inspection of incoming products will not be carried out. The Supplier waives the claim of late notification of defects. In all other respects, Section IX. para. 3. of these General Terms and Conditions of Purchase shall remain unaffected.

5. If, on account of defects, the supplied products are not marketable or have to be properly disposed of by Blässinger pursuant to the applicable legal provisions, Blässinger shall be entitled to dispose of the products at the Supplier's cost.
6. In case of product defects, Blässinger is entitled, irrespective of the statutory claims for defects, to request, at its own discretion, that the Supplier remedy the defects or deliver products free of any defects as a subsequent performance. The Supplier is responsible for any expenses required for the purpose of the subsequent performance. This also applies if the contractual products, according to their intended use, have been shipped after delivery to a location other than the delivery address indicated by Blässinger. In the event the Supplier does not meet its obligation of subsequent performance within a reasonable period set by Blässinger, Blässinger may perform the required measures on its own at the expense and risk of the Supplier, or have them taken by a third party unless the Supplier is not responsible for the absence of the performance owed. The setting of such period may especially be dispensed with if the Supplier refuses the subsequent performance, or if it has failed, or if it is unacceptable for Blässinger. In particular, the subsequent performance by the Supplier is unacceptable for Blässinger if Blässinger has already delivered the defective products to third parties. In addition, the setting of the period shall not be necessary if the Supplier seriously and definitively refuses to render performance, or where, taking account of both parties' interests, special circumstances justify the immediate assertion of claims for defects. "Special circumstances" are given in this sense, in particular, in urgent cases in which subsequent performance by the Supplier would in all likelihood not resolve the imminent disadvantage to Blässinger. In this case, Blässinger is entitled to perform the necessary measures at the cost and risk of the Supplier even if an appropriate additional period has not expired, provided Blässinger notifies the Supplier accordingly.
7. The acceptance of the products as well as the processing, payment and repeat order of the products which have not yet been recognised and indicated as defective do not constitute approval of delivery and waiving of warranty claims by Blässinger.
8. The limitation period for the warranty claims of Blässinger is 36 months from delivery of the products. If the defective products are used in line with their customary intended purpose in construction of a building and cause that building to be defective, or where a defect in a building is concerned, the limitation period shall be five years.
9. Suppliers of products requiring spare parts are obligated to supply Blässinger with the required spare and accessory parts as well as tools for a time period of a further ten years after the expiration of the limitation period at the original prices plus a surcharge for the compensation of inflation.
10. If it is clear that a defect covered by a Supplier warranty occurs within the warranty period, the assumption that this is a warranty claim shall apply pursuant to Section 443 (2) BGB. In this case, Blässinger can also call on the Supplier even if Blässinger was unaware of the defect and such lack of knowledge is attributable to gross negligence.
11. Further guarantees of the Supplier remain unaffected.

### XI. Serial Damage

1. Serial damage is given if more than 5% of the products from one batch in a delivery feature the same defect. Serial damage includes, in particular, products from the relevant batch that have already been processed, remodelled or otherwise installed.
2. In the event of serial damage, the Supplier is required at Blässinger's discretion to provide replacement delivery, to remedy the defect in the entire batch concerned, and to compensate all damages resulting from the serial damage, in particular, to compensate foreseeable consequential damage and indirect damage, unless the Supplier is not responsible for the breach of duty. Indirect damage shall also include the cost of a product recall.
3. The Supplier shall take best efforts to support Blässinger in all measures relating to serial damage and deemed necessary by Blässinger.
4. Further claims of Blässinger remain unaffected.

### XII. Product Liability

1. The Supplier indemnifies Blässinger against claims by third

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- parties arising from domestic and foreign product liability unless it is not responsible for the product defect and the damage incurred in accordance with product liability principles. Any further claims by Blässinger remain unaffected.
- Within the scope of this indemnity obligation, the Supplier shall in particular reimburse Blässinger for expenses that arise from or in connection with a warning, replacement or recall campaign conducted by Blässinger. Blässinger shall inform the Supplier of the nature and scope of the measures to be taken as far as possible and reasonable and give it the opportunity to comment. The Supplier must support Blässinger to the best of its ability in these measures as well as implement all reasonable measures ordered by Blässinger.
  - Der The Supplier is obligated to take out and maintain, for the duration of the business relationship, an extended liability and recall insurance with worldwide coverage and a coverage amount commensurate with the products of at least 3 million per personal injury for each individual person, at least 5 million per property damage and at least 5 million for financial loss. The Supplier hereby assigns to Blässinger the claims from the extended liability and recall insurance with all ancillary rights. Blässinger accepts this assignment. Should an assignment not be permissible under the insurance contract, the Supplier hereby instructs the insurer to make any payments only to Blässinger. Any further claims by Blässinger remain unaffected. Upon request, the Supplier must provide Blässinger with evidence of the conclusion and existence of the extended liability and recall insurance.
  - If the Supplier does not duly fulfil its obligation under para. 3., Blässinger shall be entitled, but not obligated, to take out an extended liability and recall insurance at the Supplier's expense.

### XIII. Property Rights

- The Supplier guarantees that the delivery and use of the products does not violate any domestic or foreign patents, licences or other property rights and copyrights of third parties. This does not apply if the products have been developed by Blässinger.
- In case Blässinger or its customers are held liable by a third party for an infringement of industrial property rights due to the delivery and use of the products, the Supplier is obligated to indemnify Blässinger against these claims. The indemnity obligation relates to all charges incurred by Blässinger in connection with the claim. In particular, Blässinger is entitled to obtain the permission for the usage of the products from the third party at the Supplier's expense. The indemnity obligation does not apply if the Supplier is not responsible for the violation of the third parties' property rights.
- If Blässinger exercises its indemnity right, Blässinger is not entitled to enter into agreements with the claimant without the Supplier's consent. Blässinger has the right to withdraw its indemnity demand at any time.
- The contract partners are obligated to inform each other in writing without undue delay of any risk of violation of property rights they become aware of, or of any alleged violation of property rights in order to oppose such claims together.
- The limitation period in case of the violation of property rights is 10 years, beginning with the handover of the documents by Blässinger to the Supplier.

### XIV. Provision of Objects and Production Tools

- Blässinger retains all rights, especially the property and intellectual property rights in designs, prototypes, samples, models, drawings, layouts, tools, software, documents and other objects which are left with the Supplier for the production of the products ordered or for other reasons. Blässinger acquires ownership of the tools produced by the Supplier for Blässinger on the day of their completion. Blässinger leaves the tools with the Supplier for the manufacture of the products ordered.
- The Supplier must use these objects exclusively for the manufacture of the products ordered or according to other instructions issued by Blässinger. Such objects may not be made available to third parties. The Supplier is not entitled to make copies, reproductions or other duplications of the objects. The Supplier must return the objects to Blässinger immediately without being request to do so at its own expense insofar as their provision is no longer required. The Supplier is not entitled to a right of retention for any reason whatsoever.
- The processing or alteration of objects provided by Blässinger by the Supplier is carried out for Blässinger. If such objects are processed with other objects of which Blässinger is not the proprietor, Blässinger will gain co-ownership of the new item in the proportion to the value of the object of Blässinger to the other processed objects at the time of processing.
- The Supplier is obligated to treat and store the objects provided to it with care. The Supplier must take out a replacement value insurance for the said objects against damage resulting from fire, water damage as well as theft at its

own expense. The Supplier hereby assigns to Blässinger all compensation claims from this insurance. Blässinger accepts this assignment. Should an assignment not be permissible under the insurance contract, the Supplier hereby instructs the insurer to make any payments only to Blässinger. Any further claims by Blässinger remain unaffected. Upon request, the Supplier must provide Blässinger with evidence of the conclusion and existence of the insurance. If the Supplier does not duly fulfil its obligation under para. 1-5, Blässinger shall be entitled, but not obligated, to take out the appropriate insurance at the Supplier's expense.

- The Supplier is obligated to carry out the required maintenance and inspection measures as well as all servicing and repair measures of the objects provided in due time and at its own expense. The Supplier must indicate occurring damage to Blässinger in writing immediately.
- Products that are entirely or partly produced by the Supplier in accordance with Blässinger's specifications or using the objects provided by Blässinger may only be used by the Supplier itself or offered, supplied or otherwise made available to third parties by the Supplier after prior written authorisation by Blässinger. The same applies to products which Blässinger has not accepted for well founded reasons. In case of violations, the Supplier must pay a contractual penalty in the amount of the value of the products concerned plus 10% of the net value to Blässinger.

### XV. Force Majeure

- If Blässinger is hindered in the fulfilment of its contractual obligations by force majeure, in particular in the acceptance of the products, Blässinger will be exempted from liability for the duration of the hindrance and a reasonable start-up period without being obligated to pay compensation to the Supplier. The same applies if it is made unreasonably difficult or temporarily impossible for Blässinger to fulfil its obligations due to unpredictable circumstances, or circumstances for which Blässinger is not responsible, in particular, a pandemic, industrial disputes, official measures, energy shortage, or substantial business disruption. Blässinger can refuse the acceptance of the products if such circumstances hinder the sale of the products as a result of a decreased demand. This applies also if such circumstances occur while Blässinger is in default of acceptance.
- Blässinger is entitled to withdraw from the contract if such a hindrance continues for more than four months and if, as a result of the hindrance, the fulfilment of the contract is no longer in Blässinger's interest. At the request of the Supplier, Blässinger will declare after the expiry of the period whether it will take advantage of its right of withdrawal or accept the products within a reasonable time.

### XVI. Liability of Blässinger

- Blässinger is liable, without limitation, to pay compensation resulting from a breach of warranty or injury to body and health. The same applies to deliberate and gross negligence, or if Blässinger has assumed a procurement risk. For slight negligence, Blässinger is only liable if substantial obligations are violated which result from the nature of the contract and which are of particular importance for fulfilling the purpose of the contract. In case of violation of such obligations, default and impossibility, Blässinger's liability is restricted to such damages as are typically expected to occur within the scope of the contract. A compulsory legal liability for product defects remains unaffected.
- Insofar as Blässinger's liability is excluded or limited, this applies as well for the personal liability of Blässinger's employees, directors, representatives and vicarious agents.

### XVII. Advertising

Without Blässinger's express consent, the Supplier is not entitled to refer to its business relationship with Blässinger towards third parties in any form, especially in the context of advertising.

### XVIII. Confidentiality

- The parties are required to maintain strict confidentiality with respect to all business secrets to which they have access for a period of five years from delivery and, unless required in the course of the business relationship, must not record, pass on, use or exploit such information. This obligation also extends to items that constitute business secrets. In particular, the recipient of the information is prohibited from obtaining the trade secrets embodied therein by means of reverse engineering a product or item. Business secrets means all information which is designated as confidential or secret or which can be identified as a business secret based on other circumstances, in particular technical information (e.g. drawings, product and development descriptions, methods, procedures, formulas, techniques as well as inventions) and commercial information (e.g. prices and financial data as well as sources of supply).
- The confidentiality obligation does not apply if and to the extent the confidential information was in the receiving party's possession or in the public domain prior to the business relationship, or becomes part of the public domain

with no fault of the receiving party. The receiving party bears the burden of proof.

- The parties shall ensure by means of appropriate contractual agreements with its employees and representatives, in particular, their freelancers, contractors and service providers working for them that they are also obliged to the same confidentiality

### XIX. Final Clauses

- The Supplier is only entitled to transfer rights and obligations to third parties or to have orders or their substantial parts carried out by third parties after prior written authorisation of Blässinger.
- Payments will only be made to the Supplier. The Supplier is only entitled to offset counterclaims against payments due if such counterclaims are uncontested or recognized by a legally binding judgement. A right of retention may only be claimed if the Supplier's counterclaim is based on the same contractual relationship.
- Subcontractors are deemed as vicarious agents. They must be notified to Blässinger in writing immediately upon request.
- The law of the Federal Republic of Germany applies to the legal relations between the Supplier and Blässinger to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- If the Supplier is a merchant as defined in the German Commercial Code, a legal entity under public law or a public special asset, Blässinger's place of business shall be the exclusive place of jurisdiction for all disputes resulting from the business relationship between Blässinger and the Supplier. Blässinger is also entitled to take legal action at the place of business of the Supplier as well as at any other admissible place of jurisdiction.
- Unless otherwise agreed, the place of performance for all services of the Supplier and Blässinger is the place of business of Blässinger.
- The contract language is English.
- Should any provision of these General Terms and Conditions of Purchase be or become invalid or unenforceable in whole or in part, or should there be a gap in these General Terms and Conditions of Purchase, this shall not affect the validity of the remaining provisions. Instead of the ineffective or unenforceable provision, the effective or enforceable provision is regarded as agreed which comes nearest to the purpose of the ineffective and unenforceable provision. In case of a gap, that provision is regarded as agreed which complies with what the parties would have agreed for the purpose of these General Terms and Conditions of Purchase had they considered the matter initially.

Josef Blässinger GmbH + Co. KG, Ostfildern